

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
October 5, 2021**

**AGENDA**

9:30	<b>Done</b>	Presentations
9:30	<b>Done</b>	Presentation of the A. Heath Onthank Awards
9:30	<b>Done</b>	Matters Presented by Board Members
10:30	<b>Approved</b>	Public Hearing on the County and Schools' <i>FY 2021 Carryover Review</i> to Amend the Appropriation Level in the FY 2022 Revised Budget Plan
10:30	<b>Done</b>	Items Presented by the County Executive

**ADMINISTRATIVE  
ITEMS**

1	<b>Approved</b>	Authorization to Advertise a Public Hearing on Proposed Amendments to Chapter 116 (Wetlands Zoning Ordinance) of <i>The Code of the County of Fairfax, Virginia</i> (County Code)
2	<b>Approved</b>	Extension of Review Period for 2232 Application (Lee District)
3	<b>Approved</b>	Authorization to Advertise the Proposed Amendment to Update Appendix Q (Land Development Services Fee Schedule) of <i>The Code of the County of Fairfax, Virginia</i> (Code)
4	<b>Approved</b>	Authorization for the Department of Neighborhood and Community Services to Apply for and Accept Grant Funding from the Metropolitan Washington Council of Governments, Enhanced Mobility of Seniors and Individuals with Disabilities Program, in Support of the Purchase of Wheelchair Lift-Equipped Vehicles
5	<b>Approved</b>	Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon a Portion of Thomas Grant Drive / Route 8425 (Lee District)
6	<b>Approved</b>	Authorization to Advertise a Public Hearing on a Proposal to Vacate a Portion of Ivy Lane / Route 1055 (Providence District)
7	<b>Approved</b>	Supplemental Appropriation Resolution AS 22098 for the Health Department to Accept Grant Funding from Virginia Department of Health to Enhance Contact Tracing and Laboratory Testing Activities Related to the COVID-19 Pandemic
8	<b>Approved</b>	Authorization to Advertise a Public Hearing to Amend Interim Agreement with Alpine-X LLC for Fairfax Peak Development at I-95 Lorton Landfill (Mount Vernon District)

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
October 5, 2021**

**ADMINISTRATIVE  
ITEMS  
(continued)**

- 9                    **Approved**                    [Authorization to Advertise a Public Hearing on a Proposal to Vacate a Portion of Glorus Road \(Sully District\)](#)

**ACTION ITEMS**

- 1                    **Deferred to 3:30 p.m.; Approved**                    [Approval of a Resolution to Authorize the Sale of Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Bonds, Series 2021A for the Stormwater/Wastewater Facility \(Braddock District\), Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Refunding Bonds, Series 2021B for the Merrifield Human Services Center and Providence Community Center \(Providence District\) Refinancing, Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Refunding Bonds, Series 2021C for the Workhouse Arts Center, South County High School and Laurel Hill Golf Course \(Mount Vernon District\) Refinancing, and Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Refunding Bonds, Series 2021D for the Public Safety Headquarters \(Braddock District\) and School Administration Building \(Providence District\) Refinancing](#)
- 2                    **Approved**                    [Approval of Supplemental Appropriation Resolution AS 22111 to Accept Grant Funding and Authorization to Execute a Project Administration Agreement with the Virginia Department of Transportation for the Implementation of Transportation Alternatives Funded Bikeshare Expansion Project](#)
- 3                    **Approved**                    [Authorization to Sign Project Agreements with the Northern Virginia Transportation Commission and the Washington Metropolitan Area Transit Authority for Distribution of I-66 Inside the Beltway Toll Revenues for the McLean Metrorail Station Second Entrance \(Providence District\)](#)
- 4                    **Adopted**                    [Adoption of the Countywide Strategic Plan](#)

**CLOSED SESSION**

- Done**                    [Closed Session](#)

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
October 5, 2021**

**PUBLIC  
HEARINGS**

3:30	<b>Approved</b>	Public Hearing on RZ 2020-BR-001 (Christopher Land, LLC) (Braddock District)
3:30	<b>Approved</b>	Public Hearing to Consider Adopting an Ordinance to Expand the Singleton's Grove Community Parking District (Sully District)
3:30	<b>Decision Indefinitely Deferred</b>	Public Hearing for the Enlargement of Small and Local Sanitary Districts for Refuse/Recycling and Vacuum Leaf Collection Services (Mason District)
3:30	<b>Decision Indefinitely Deferred</b>	Public Hearing for the Creation of Small and Local Sanitary Districts for Refuse/Recycling Collection Services (Braddock District)
3:30	<b>Decision Indefinitely Deferred</b>	Public Hearing for the Creation of Small and Local Sanitary Districts for Refuse/Recycling and Vacuum Leaf Collection Services (Lee District)
3:30	<b>Decision Indefinitely Deferred</b>	Public Hearing for the Enlargement and Creation of Four Small and Local Sanitary Districts for Refuse/Recycling Collection Services (Dranesville District)
3:30	<b>Held</b>	Public Hearing on the Proposed Issuance of a Subordinate Wastewater Revenue Bond, Series 2021A in Connection with Fairfax County Economic Development Authority Fairfax County Facilities Revenue Bonds, Series 2021A (Braddock District)
4:00	<b>Approved</b>	Public Hearing on Proposed Amendments to Fairfax Code Section 82-5-32, Removal, Immobilization, and Disposition of Vehicles Unlawfully Parked on Private or County Property
4:00	<b>Decision Deferred to 10/19/2021 at 4:00 p.m.</b>	Public Hearing on an Ordinance to Amend Chapter 3 of the Code of the County of Fairfax, Virginia, County Employees, by Adding Article 10, Collective Bargaining, Sections 3-10-1 through 3-10-18



*Fairfax County, Virginia*  
***BOARD OF SUPERVISORS***  
***AGENDA***

**Tuesday**  
**October 5, 2021**

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9:30 a.m.

**PRESENTATIONS**

- PROCLAMATION — To designate September 2021 as Emergency Preparedness Month. Requested by Chairman McKay and Supervisor Lusk.
- RESOLUTION — To recognize the 2021 Fairfax Area “Think Tank” COVID-19 Challenge Winners. Requested by Supervisor Herrity and Supervisor Walkinshaw.
- RESOLUTION — To recognize Pam Michell, Executive Director of New Hope Housing, on her retirement and for her contributions to the community. Requested by Chairman McKay and Supervisors Gross, Lusk, and Storck.

**STAFF:**

Tony Castrilli, Director, Office of Public Affairs  
Bill Miller, Office of Public Affairs  
Jeremy Lasich, Office of Public Affairs

Board Agenda Item  
October 5, 2021

9:30 a.m.

Presentation of the A. Heath Onthank Awards

ENCLOSED DOCUMENTS:

None.

PRESENTED BY:

John Townes, Civil Service Commission, Commissioner  
Deborah Woolen, Onthank Award Committee, Chairman  
Jeffrey McKay, Chairman, Board of Supervisors  
Bryan J. Hill, County Executive  
Cathy Spage, Director, Department of Human Resources

Board Agenda Item  
October 5, 2021

9:30 a.m.

Matters Presented by Board Members

Board Agenda Item  
October 5, 2021

10:30 a.m.

Public Hearing on the County and Schools' FY 2021 Carryover Review to Amend the Appropriation Level in the FY 2022 Revised Budget Plan

ISSUE:

Public Hearing and Board action on the County and Schools' *FY 2021 Carryover Review*.

RECOMMENDATION:

The County Executive recommends that, after holding a public hearing, the Board approve staff recommendations included in the County and Schools' *FY 2021 Carryover Review*.

TIMING:

The public hearing has been advertised for 10:30 a.m. on October 5, 2021. State law allows the Board to act on proposed amendments to the budget on the same day as the public hearing.

BACKGROUND:

On July 27, 2021, the Board of Supervisors authorized staff to advertise a public hearing scheduled to be held on October 5, 2021, regarding the County and Schools' Carryover Review. Section 15.2-2507 of the Code of Virginia requires that a public hearing be held prior to Board action. Board approval of an amendment to increase the FY 2022 appropriation level can occur immediately following the public hearing.

ENCLOSED DOCUMENTS:

Attachment 1: Summary of FY 2021 Carryover Consideration Items

The *FY 2021 Carryover Review* was sent electronically on July 26, 2021 and is available at: <https://www.fairfaxcounty.gov/budget/fy-2021-carryover-budget-package>.

STAFF:

Bryan J. Hill, County Executive  
Christina Jackson, Chief Financial Officer  
Philip Hagen, Deputy Director, Department of Management and Budget

**SUMMARY OF FY 2021 CARRYOVER CONSIDERATION ITEMS  
as of September 14, 2021**

#	Consideration Item	Requested By	Positions	Net Cost/(Savings)
1.	Provide funding to support the semiquincentennial of the American Revolution, the Revolutionary War, and the Independence of the United States of America	Storck	0 / 0.0	\$20,000
2.	Provide funding to contract an additional mowing cycle from the Virginia Department of Transportation in FY 2022.	McKay	0 / 0.0	\$250,000
<b>Subtotal FY 2021 Carryover Consideration Items:</b>			<b>0 / 0.0</b>	<b>\$270,000</b>

***Total FY 2022 Impact: 0/0.0 FTE Positions and Total Funding of \$270,000***

Board Agenda Item  
October 5, 2021

10:30 a.m.

Items Presented by the County Executive

Board Agenda Item  
October 5, 2021

ADMINISTRATIVE - 1

Authorization to Advertise a Public Hearing on Proposed Amendments to Chapter 116 (Wetlands Zoning Ordinance) of *The Code of the County of Fairfax, Virginia* (County Code)

ISSUE:

Board of Supervisors (Board) authorization to advertise a public hearing on proposed amendments to Wetlands Zoning Ordinance of the County Code to implement legislation adopted by the General Assembly that specifies the review and documentation required for permitting living shoreline approaches for shoreline management and protection of wetlands within the County Wetlands Board's jurisdiction. The amendment is necessary to align the ordinance with Virginia Code §§ 28.2-104.1, 28.2-1301, 28.2-1302, and 28.2-1308.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of the proposed amendments as set forth in the Staff Report dated September 8, 2021.

TIMING:

Board authorization to advertise is October 5, 2021, to provide sufficient time to advertise the proposed Board public hearing on November 9, 2021, at 4:00 p.m.

BACKGROUND:

During the 2020 legislative session, the General Assembly adopted Senate Bill 776, which amended Virginia Code §§ 28.2-104.1, 28.2-1301, 28.2-1302, and 28.2-1308 related to requirements for wetlands protection and living shorelines ("legislation"). In May 2020, staff and local wetlands boards received a memo from the Virginia Marine Resources Commission ("VMRC") in which localities were directed to update their local wetlands ordinances consistent with the adopted legislation. The legislation specifies the reviews and documentation required for permitting living shoreline approaches and protection of wetlands within the Wetlands Board's jurisdiction.

As set forth in Virginia Code § 28.2-1302, all local wetlands boards in Virginia that adopt local wetlands ordinances must ensure that their ordinances conform with the same terms and provisions set forth in Virginia Code § 28.2-1302. The proposed revisions align the Wetlands Zoning Ordinance with current procedures and enabling legislation and have been reviewed by the Fairfax County Wetlands Board, VMRC, and Virginia Institute of Marine Science Office of Research and Advisory Services ("VIMS").

Board Agenda Item  
October 5, 2021

Comprehensive Plan Amendment 2013-CW-9CP is under review concurrently with the proposed amendments to Wetlands Zoning Ordinance of the Fairfax County Code. The Planning Commission public hearing for the proposed Plan Amendment is scheduled for September 29, 2021, with the Board public hearing to be held at the same proposed date and time as for the amendments to the Wetlands Zoning Ordinance.

PROPOSED AMENDMENTS:

The two proposed amendments to the Wetlands Zoning Ordinance derive directly from Senate Bill 776. First, as part of any permit application, a statement should be included indicating whether use of a living shoreline as defined in Virginia Code § 28.2-104.1 for a shoreline management practice is not suitable, including reasons for the determination. When considering the suitability of a living shoreline design or treatment, it is suggested that the Wetlands Board seek advice from VIMS in instances in which there is a question as to what constitutes the “best available science.” Additionally, the amendment provides that the local Wetlands Board should ensure protection of shorelines and sensitive coastal habitats from sea level rise and coastal hazards in accordance with the Virginia Code.

REGULATORY IMPACT:

Applicants seeking permits from the Wetlands Board will have to address the legislation’s new requirements for living shorelines practices.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1- Staff Report dated September 8, 2021

STAFF:

Rachel Flynn, Deputy County Executive  
Barbara Byron, Director, Department of Planning and Development (DPD)  
Leanna H. O’Donnell, Director, Planning Division, DPD  
Kelly Atkinson, Branch Chief, Planning Division, DPD  
Katie Hermann, Planner III, Planning Division, DPD

ASSIGNED COUNSEL:

Pamela Pelto, Assistant County Attorney



**FAIRFAX  
COUNTY**

# **STAFF REPORT**

V I R G I N I A

## **PROPOSED COUNTY CODE AMENDMENT**

**Chapter 116 (Wetlands Zoning Ordinance) of the Fairfax County Code**

### **PUBLIC HEARING DATE**

**Planning Commission**

N/A

**Board of Supervisors**

November 9, 2021 at 4:00 p.m.

**PREPARED BY  
PLANNING DIVISION  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
703-324-1380**

September 8, 2021



Americans with Disabilities Act (ADA): Reasonable accommodation is available upon 7 days advance notice. For additional information on ADA call 703-324-1334 or TTY 711 (Virginia Relay Center).

## STAFF COMMENT

### Issue

The proposed amendments to Chapter 116 (Wetlands Zoning Ordinance) of the Fairfax County Code were prepared in response to adoption of Senate Bill 776 (SB 776) and a subsequent directive by the Virginia Marine Resources Commission (VMRC), Habitat Management Division for localities to amend their Wetland Zoning Ordinance to include updated provisions set forth in §28.2-1302 of the Code of Virginia. SB 776 was passed during the 2020 Legislative Session and amends §§ 28.2-104.1, 28.2-1301, 28.2-1302, and 28.2-1308 of the Code of Virginia, related to wetlands protection and living shorelines. The text language provided in the current Wetlands Zoning Ordinance has been updated with proposed text language underlined and is available at the end of this report. Additional components include a Comprehensive Plan Amendment 2013-CW-9CP, addressing the inclusion of guidance on coastal resource management into the Policy Plan volume of the Comprehensive Plan; the adopted SB 776 text (Attachment B); and Memorandum to Local Wetlands Boards (Attachment C).

It should also be noted that the Wetlands Zoning Ordinance provided in Code of Virginia §28.2-1302 notes that the ordinance “*shall serve as the only wetlands zoning ordinance under which any wetlands board is authorized to operate.*” The proposed amendment implements Senate Bill 776 and would bring Fairfax County’s Wetlands Zoning Ordinance into compliance with the Code of Virginia by adding language authorized by the Commonwealth related to the use of living shorelines and protection of shorelines and sensitive coastal habitats from sea level rise and coastal hazards.

### Background

Va. Code Ann. §§ 28.2-1300 through -1320 (2011) (“the Wetlands Act”) authorizes any locality in Virginia to adopt a local Wetlands Zoning Ordinance and create a local Wetlands Board. The Board of Supervisors exercised this authority by adopting Chapter 116 of the Fairfax County Code (“Wetlands Zoning Ordinance”) and establishing the Wetlands Board in 1983. The Wetlands Zoning Ordinance is separate from the Zoning Ordinance, which is in Chapter 112 of the Fairfax County Code.

Pursuant to Fairfax County Code § 116-1-9, the Wetlands Board is required, among other things, to preserve and prevent “*the despoliation and destruction of wetlands within its jurisdiction while accommodating necessary economic development consistent with wetlands preservation.*” Any person who desires to use or develop land within tidal wetlands in Fairfax County must first obtain a permit from the Wetlands Board or the Virginia Marine Resources Commission (“VMRC”)<sup>1</sup> (Fairfax County Code § 116-1-4; Va. Code Ann. § 28.2-1306.) VMRC oversees all development in wetlands throughout the Commonwealth and assists localities in regulating tidal wetlands within their jurisdictions by promulgating guidelines or regulations that scientifically evaluate vegetated and non-vegetated wetlands by type and describe the consequences of use of these wetland types. The Wetlands Board reviews and

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<sup>1</sup> Traditionally in Fairfax County, wetlands permit applicants submit a joint permit application to the Wetlands Board and VMRC.

approves permits that impact lands contiguous to a tidal body of water and lying between mean low water and mean high water and are subject to flooding by normal tides and wind tides. Within Fairfax County, the areas that are influenced by tides are located along the Potomac River and some of its tributaries, which at the northern extent is at the confluence of Cameron Run with the Potomac River and runs downstream to the confluence of Occoquan River with the Potomac River. Therefore, these proposed amendments would only apply to tidal wetlands in Fairfax County.

The County Wetlands Zoning Ordinance needs be amended to reflect the changes in the Code of Virginia. Additionally, SB 776 provides additional information on living shoreline approaches that are included in the pending Comprehensive Plan Amendment.

### **Proposed Wetlands Zoning Ordinance Amendment**

Staff proposes two amendments to the Wetlands Zoning Ordinance that derive directly from SB 776. First, as part of any permit application, a statement should be included indicating whether use of a living shoreline as defined in § 28.2-104.1 for a shoreline management practice is not suitable, including reasons for the determination. When considering the suitability of a living shoreline design or treatment, the Wetlands Board must look to the Virginia Institute of Marine Science Office of Research and Advisory Services in instances in which there is a question as to what constitutes the “best available science.” Additionally, the local Wetlands Board should ensure protection of shorelines and sensitive coastal habitats from sea level rise and coastal hazards in accordance with the Code of Virginia.

### **Conclusion**

In order to comply with the Code of Virginia, County staff recommends the Board of Supervisors adopt the proposed amendments to the Wetlands Zoning Ordinance. Staff recommends the following modifications as shown below. Text proposed to be added is shown as underlined, there are no proposed deletions of text.

The adoption of these amendments would further protect wetlands within the local Wetland Board’s jurisdiction and be consistent with established best management practices for shoreline stabilization. Staff recommends approval of the proposed amendment language with an effective date of 12:01 AM on the day following adoption.

**PROPOSED AMENDMENTS  
CHAPTER 116 (WETLANDS ZONING ORDINANCE)  
OF THE FAIRFAX COUNTY CODE**

1 **Amend Article 1. In General, Section 116-1-4. Application for Permit, by revising Par. (b) to**  
2 **read as follows:**

3  
4 (b) The permit application shall include the following: the name and address of the  
5 applicant; a detailed description of the proposed activities; a map, drawn to an appropriate  
6 and uniform scale, showing the area of wetlands directly affected, the location of the  
7 proposed work thereon, the area of existing and proposed fill and excavation, the location,  
8 width, depth and length of any proposed channel and disposal area, and the location of all  
9 existing and proposed structures, sewage collection and treatment facilities, utility  
10 installations, roadways, and other related appurtenances or facilities, including those on  
11 adjacent uplands; a statement indicating whether use of a living shoreline as defined in §  
12 28.2-104.1 for a shoreline management practice is not suitable, including reasons for the  
13 determination; a description of the type of equipment to be used and the means of  
14 equipment access to the activity site; the names and addresses of owners of record of  
15 adjacent land and known claimants of water rights in or adjacent to the wetland of whom  
16 the applicant has notice; an estimate of cost; the primary purpose of the project; any  
17 secondary purposes of the project, including further projects; the public benefit to be  
18 derived from the proposed project; a complete description of measures to be taken during  
19 and after the alteration to reduce detrimental offsite effects; the completion date of the  
20 proposed work, project, or structure; and such additional materials and documentation as the  
21 wetlands board may require.

22  
23  
24 **Amend Article 1. In General, Section 116-1-9. Board Responsibilities, by revising Par. to**  
25 **read as follows:**

26  
27 In fulfilling its responsibilities under this Ordinance, the Board shall preserve and prevent the  
28 despoliation and destruction of wetlands within its jurisdiction while accommodating necessary  
29 economic development consistent with wetlands preservation and any standards set by the  
30 Commonwealth in addition to those identified in *Code of Virginia* § 28.2-1308 to ensure  
31 protection of shorelines and sensitive coastal habitats from sea level rise and coastal hazards,  
32 including the provisions of guidelines and minimum standards promulgated by the Commission  
33 pursuant to § 28.2-1301 of the Code of Virginia.

Board Agenda Item  
October 5, 2021

ADMINISTRATIVE - 2

Extension of Review Period for 2232 Application (Lee 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-L20-3.

TIMING:

Board action is required October 5, 2021, 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 extension request is necessary because the applicant has requested the application to be deferred to address several outstanding comments staff has provided in order for the proposed project to be in line with the Comprehensive Plan and Zoning Ordinance.

PROJECT DESCRIPTION:

The Fairfax County Board of Supervisors proposes to construct a consolidated facility to house several public uses including a police station, the Lee District Supervisor's Office, the Franconia Museum, a regional library, an active adult center, a childcare center, a fueling station for county vehicles, an outdoor play area, and two structured parking garages.

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The review period for the following application should be extended:

2232-L20-3            DPWES  
Kingstowne Consolidated Facility  
Tax Map No. 091-3((08)) Parcels 8A and 8B  
Between Beulah St., Silverlake Blvd., and Interparcel Rd.  
Alexandria, VA  
Lee District  
Accepted August 5, 2020  
Extended to May 5, 2022

FISCAL IMPACT:

None.

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)  
Salem Bush, Planner, Facilities Planning Branch, Planning Division, (DPD)

Board Agenda Item  
October 5, 2021

ADMINISTRATIVE - 3

Authorization to Advertise the Proposed Amendment to Update Appendix Q (Land Development Services Fee Schedule) of *The Code of the County of Fairfax, Virginia* (Code)

ISSUE:

Board of Supervisors' (Board) authorization to advertise public hearings on proposed amendment to Appendix Q of the Code. The proposed amendment simplifies the fee structure and ensures that it is consistent and fair.

RECOMMENDATION:

The County Executive recommends that the Board authorizes the advertisement of the proposed amendment as set forth in the Staff Report dated October 5, 2021.

The proposed amendment has been prepared by Land Development Services (LDS) and coordinated with the Office of the Fire Marshal, the Department of Management and Budget (DMB), and the Office of the County Attorney (OCA).

TIMING:

The Board action is requested on October 5, 2021, to provide sufficient time to advertise the Planning Commission public hearing on November 3, 2021, at 7:30 p.m., and the Board public hearing on December 7, 2021, at 4:00 p.m.

BACKGROUND:

In Fiscal Year (FY) 2019, Land Development Services (LDS) began a process to review and update fees for plan review, inspections, and other services provided by LDS. The first year focused on changing the structure for site-related plans to accommodate the electronic plan (ePlan) review process. The current effort makes the overall fee schedule more transparent and predictable. LDS is working toward updating fees based on current cost recovery calculations by revising fees for building trade permits, elevator inspections, site-related plans and inspections and establishing a new fee for gateway/minimum submission plan reviews.

The new fees and adjustments are outlined below, along with their proposed effective dates (either upon adoption for the elevator fees or timed to go live with the implementation of the Planning and Land Use System (PLUS), which is anticipated in

FY 2023). Plans already in process will not be affected by this amendment (e.g., minimum submission reviews and gateway reviews will not apply to second submissions or revisions for site-related plans submitted prior to its implementation). For the fees going into effect with the PLUS implementation, LDS will perform extensive outreach prior to the effective date.

PROPOSED AMENDMENT:

The new fees and adjustments are outlined below, along with their proposed effective dates (either upon Board adoption for the elevator fees or timed to go live with the implementation of PLUS).

**1. Building Trade Permits – Effective with PLUS Implementation**

The current fee structure for building trade permits (plumbing, electrical, and HVAC/mechanical) bases fees on the capacity of the system being permitted (e.g., kilowatt output of electrical installations). LDS proposes amending trade fees to make those fees commensurate with the level of effort to review and inspect the project. The amended fees are calculated based on the quantity of materials and equipment individually, for all three trades: mechanical, electrical and plumbing. The amended fees equalize costs between the three trades.

**2. Elevator Inspections – Effective upon Board Adoption**

The current fee structure for elevator inspections bases fees on a single elevator that goes to the highest floor of a building. As building designs have changed and the location of elevators has become more decentralized, it is necessary to base fees on equipment rather than on the number of floors. The amended fee structure ensures that LDS recovers costs for each of the elevator, escalator, moving walk, and hoist inspections and tests performed, thus keeping the overall costs in line with costs for other major inspections.

**3. Site-Related Plans and Inspections – Effective with PLUS Implementation**

The current fee structure for site-related inspections is calculated according to the number of disturbed acres and any necessary public improvement projects. The amended fee structure bases site inspection fees on the complexity of the project. For bonded projects, LDS will calculate the inspection fee as a percentage of the overall bond amount. “Agreement only” plans are those plans which feature improvements that would be bonded, but, due to County ownership, are only required to complete an agreement instead of posting a bond; inspection fees for those “agreement only” plans are now also calculated based on the complexity of the project, based upon what would be the bond amount. LDS also proposes fee increases for site-related plans such as subdivision plans to account for additional time to review complex environmental and tree preservation requirements.

**4. Countywide Building Masterfile Review Fee– Effective with PLUS Implementation**

LDS proposes a new Countywide Building Master File Review Fee to be assessed at the time of the initial application. LDS will assess the existing permit fee for subsequent permit applications to ensure permit details coincide with the approved Masterfile. This proposed fee is included in response to industry requests for a revised process to include the elimination of requiring a “First-Off” application to accompany every new Masterfile submission. To accommodate this request, LDS staff will be required to review Masterfile applications separately from the actual application/permit where the inspections will take place. Additional staff time is necessary. Therefore, the need for a new fee to recover associated staff expenses is required.

**5. Minimum Submission or Gateway Plan Reviews – Site-Related Plans Effective with PLUS Implementation**

LDS proposes a plan quality assurance review fees for site-related plans. This cost defrays the additional review time necessary for the cumulative review of plan resubmissions. The gateway and minimum submission review ensures that initial plan submissions are complete and address all the required information and items needed for a productive plan review. The Minimum Submission or Gateway Plan Review Fees will be assessed as described in Table 1 (Minimum Submission or Gateway Plan Review Fees):

**Table 1: Minimum Submission or Gateway Plan Review Fees**

<b>Plan Type</b>	<b>Review Type</b>	<b>Fee</b>	<b>Resubmittal Fee</b>
Small Site-Related Plans: <ul style="list-style-type: none"> <li>• Conservation Plan</li> <li>• Infill Lot Grading Plan</li> <li>• Non-Bonded Rough Grading Plan</li> </ul>	Minimum Submission Review	\$108	\$108
Major Site-Related Plans (Outside of Designated Plan Examiner (DPE) Process and/or Non-ESI Member Plan): <ul style="list-style-type: none"> <li>• Public Improvement</li> <li>• Rough Grading Plan (Associated with Major Plans)</li> <li>• Site Plan</li> <li>• Subdivision Plan</li> </ul>	Gateway Review	\$500	110% of Previous Fee (e.g., \$550, \$605, etc.)
Major Site-Related Plans (ESI Member Plans and/or Plans Leveraging the DPE Process): <ul style="list-style-type: none"> <li>• Public Improvement</li> <li>• Rough Grading Plan (Associated with Major Plans)</li> <li>• Site Plan</li> <li>• Subdivision Plan</li> </ul>	Review by Engineers & Surveyors Institute (ESI) Under the DPE Process	No Gateway Fee Paid to County	Not Applicable
Minor Site Plans	Gateway Review with flexibility to reduce to MSR	\$500	110% of Previous Fee (e.g., \$550, \$605, etc.)

**6. Other Miscellaneous Changes – Effective with PLUS Implementation**

LDS proposes other editorial changes and adjustments to round fees to the nearest dollar. For all permit fees that are based on the cost of construction, LDS proposes language to require the permittee to provide verifiable cost data to show how the cost of construction is calculated.

Attachment A (the Staff Report) includes the proposed fee changes to Appendix Q.

**REGULATORY IMPACT:**

The proposed amendment updates Appendix Q of the Code to ensure fees are consistent, transparent, and tied to cost recovery.

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Proposed changes to building trade permit fees will result in streamlined fees commensurate across the trades:

- HVAC and mechanical permits will no longer be charged additional fees for piping and ductwork (only the base fee will apply).
- All permits will be charged one percent of the value of the installation contract plus a fee based on the quantity of equipment or fixtures being installed.

Proposed changes to the elevator inspection program fees will result in the following:

- Installation permit fee will increase from two percent to 2.4 percent of the installation contract value.
- The floor fee will be adjusted from a calculation based on a single elevator reaching the highest floor to a reduced floor fee assessed per piece of equipment.
- LDS added a consolidated five-year re-acceptance test fee, along with appropriate reinspection and retest fees (if equipment fails inspection).

Proposed addition of a Site Gateway Plan Review Fee and Minimum Submission Review Fee will result in the following:

- Customers will have incentive to provide high quality plans on the first submittal, rather than submitting unfinished plans quickly for the sake of showing progress in the county system.
- Poor quality plans will not clog reviewer queues.
- The Minimum Submission Review for site plans currently provided by ESI will continue, so this will not add any additional steps to the review processes.
- The Site Gateway Plan Review will add an additional step to non-ESI Member and non-DPE plans but will still be completed within the current timeframe for plan acceptance and holds the potential to reduce queues for those plans.

Proposed changes to site inspection and plan review fees will result in the following:

- The inspection fee structure for bonded projects will now be based on a percentage of the bond amount, rather than a base rate for disturbed acres plus additional fees for each public improvement to be inspected.
- Plan review fees will increase by the cost of additional urban forestry tree preservation review time.
- Multiple lot submission of bonded lot grading plans removed to align with PLUS.

The editorial changes to Appendix Q will simplify calculations.

FISCAL IMPACT:

In regard to proposed adjustments to existing fees, analysis indicates that the adjustments for building trade permits and site inspections will have a negative impact

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on County revenue and a positive impact on customer costs. These proposed changes will result in simpler fee calculations and dependable fee estimates. Attachment A (the Staff Report) includes a summary of the analysis of the major Appendix Q fee changes. LDS projects customer savings in elevator inspection fees as the combination of a floor fee increase will be offset by a reduction in the five-year testing fee.

The new Gateway and Minimum Submission Review fees will add additional costs to applicants during the review process (as outlined in the table above) and will generate \$187,500 in revenue by the time all fees are enacted with the PLUS permitting system in FY 2023. The overall result will add efficiency to the review process and will afford quicker review times for good-quality plans. It is anticipated that the value of time saved for applicants through quicker review times will far exceed the fee increase per plan submission.

These fee changes and additions will be implemented either upon adoption (Elevator Inspections); or at the time of PLUS implementation (Building Trade Permits, Site Related Plan Gateway/Minimum Submission Reviews, Site-Related Plan and Inspections, Building Master File Review Fee, and other miscellaneous changes). Table 2 (Fiscal Impact Summary) depicts the projected revenue impact (where that impact is material) of this proposed Appendix Q amendment, and shows the projected implementation dates, along with a notation of the fees that are changing and the new fees.

**Table 2: Fiscal Impact Summary**

<b>Fee</b>	<b>Amount</b>	<b>Implementation Date</b>
<b>Adjustments to Current Fees</b>		
Building Permit Fees	(\$64,000)	PLUS Implementation
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Site Inspection Fees	(\$175,175)	PLUS Implementation
<b>Total Adjustments to Current Fees:</b>	<b>(\$352,653)</b>	
<b>New Fees</b>		
Building Master File Review Fee	\$22,680	PLUS Implementation
Gateway Site-Related Plan Review Fee	\$112,500	PLUS Implementation
Minimum Submission Review Fee	\$75,000	PLUS Implementation
<b>Total New Fees:</b>	<b>\$210,180</b>	
<b>TOTAL REVENUE IMPACT</b>	<b>(\$142,473)</b>	

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For changes to existing fees, LDS projects a net loss of \$352,653 with an estimated reduction of \$220,000 for changes implemented at Board adoption, along with net decrease of \$132,653 for fees adjusted in concert with PLUS implementation, which is anticipated in FY 2023. LDS anticipates that the proposed new fees will generate net additional annual revenue of \$210,180, implemented in concert with PLUS. In total, when fully implemented, the proposed fee adjustments will result in a projected net revenue loss of \$142,473.

The immediate revenue impact has not been incorporated into the FY 2022 Adopted Budget Plan. Upon Board approval, staff will work with Department of Management and Budget to make any necessary budgetary adjustments.

ENCLOSED DOCUMENTS:

Attachment A – Staff Report dated October 5, 2021

Also, attached to the Staff Report

Attachment 1– Amendment to Appendix Q (LDS Fee Schedule)

Attachment 2 – Analysis of New Fees and Changes

STAFF:

Rachel Flynn, Deputy County Executive

William D. Hicks, P.E., Director, Department of Land Development Services (LDS)

Devi Ogden, Manager, Financial Management Branch, LDS

John S. Butler, Fire Chief, Fire and Rescue Department

ASSIGNED COUNSEL:

Patrick Foltz, Assistant County Attorney

LAND DEVELOPMENT SERVICES

October 5, 2021

# STAFF REPORT

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- PROPOSED COUNTY CODE AMENDMENT
- PROPOSED PFM AMENDMENT
- PROPOSED ZONING ORDINANCE AMENDMENT
- APPEAL OF DECISION
- WAIVER REQUEST

Proposed Amendment to Update Appendix Q (Land Development Services Fee Schedule) of *The Code of the County of Fairfax, Virginia* (Code)

## PUBLIC HEARING DATES

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Authorization to Advertise: October 5, 2021  
Planning Commission Hearing: November 3, 2021 at 7:30 p.m.  
Board of Supervisors' Hearing: December 7, 2021 at 4:00 p.m.

Prepared By: Devi Ogden, Manager  
Financial Management Branch  
Land Development Services  
(703) 324-1848

## **STAFF REPORT**

### **STAFF RECOMMENDATION**

Staff recommends that the Board of Supervisors (Board) adopt the proposed amendment to Appendix Q (Land Development Fee Schedule) of the Code. Edits are shown by underlining for added text and strikethrough for deleted text.

### **DISCUSSION**

In Fiscal Year (FY) 2019, Land Development Services (LDS) began a process to review and update fees for plan review, inspections, and other services provided by LDS. The first year focused on changing the structure for site-related plans to accommodate the electronic plan (ePlan) review process. The current effort makes the overall fee schedule more transparent and predictable. LDS is working toward updating fees based on current cost recovery calculations by revising fees for building trade permits, elevator inspections, site-related plans and inspections and establishing a new fee for gateway/minimum submission plan reviews.

The new fees and adjustments are outlined below, along with their proposed effective dates (either upon adoption for the elevator fees or timed to go live with the implementation of the Planning and Land Use System (PLUS), which is anticipated in FY 2023). Plans already in process will not be affected by this amendment (e.g., minimum submission reviews and gateway reviews will not apply to second submissions or revisions for site-related plans submitted prior to its implementation). For the fees going into effect with the PLUS implementation, LDS will perform extensive outreach prior to the effective date.

#### 1. Building Trade Permits – Effective with PLUS Implementation

The current fee structure for building trade permits (plumbing, electrical, and HVAC/mechanical) bases fees on the capacity of the system being permitted (e.g., kilowatt output of electrical installations). LDS proposes amending trade fees to make those fees commensurate with the level of effort to review and inspect the project. The amended fees are calculated based on the quantity of materials and equipment individually, for all three trades: mechanical, electrical, and plumbing. The amended fees equalize costs between the three trades.

#### 2. Elevator Inspections – Effective Upon Board Adoption

The current fee structure for elevator inspections bases fees on a single elevator that goes to the highest floor of a building. As building designs have changed and the location of elevators has become more decentralized, it is necessary to base fees on equipment rather than on the number of floors. The amended fee structure ensures that LDS recovers costs for each of the elevator, escalator, moving walk,

and hoist inspections and tests performed, thus keeping the overall costs in line with costs for other major inspections.

3. Site-Related Plans and Inspections – Effective with PLUS Implementation

The current fee structure for site-related inspections is calculated according to the number of disturbed acres and any necessary public improvement projects. The amended fee structure bases site inspection fees on the complexity of the project. For bonded projects, LDS will calculate the inspection fee as a percentage of the overall bond amount. “Agreement only” plans are those plans which feature improvements that would be bonded, but, due to County ownership, are only required to complete an agreement instead of posting a bond; inspection fees for those “agreement only” plans are now also calculated based on the complexity of the project, based upon what would be the bond amount. LDS also proposes fee increases for site-related plans such as subdivision plans to account for additional time to review complex environmental and tree preservation requirements.

4. Countywide Building Masterfile Review Fee– Effective with PLUS Implementation

LDS proposes a new Countywide Building Master File Review Fee to be assessed at the time of the initial application. LDS will assess the existing permit fee for subsequent permit applications to ensure permit details coincide with the approved Masterfile. This proposed fee is included in response to industry requests for a revised process to include the elimination of requiring a “First-Off” application to accompany every new Masterfile submission. To accommodate this request, LDS staff will be required to review Masterfile applications separately from the actual application/permit where the inspections will take place. Additional staff time is necessary. Therefore, the need for a new fee to recover associated staff expenses is required.

5. Minimum Submission or Gateway Plan Reviews (Site-Related Plans) – Effective with PLUS Implementation

LDS proposes a plan quality assurance review fees for site-related plans. This cost defrays the additional review time necessary for the cumulative review of plan resubmissions. The gateway and minimum submission review ensures that initial plan submissions are complete and address all the required information and items needed for a productive plan review. The Minimum Submission or Gateway Plan Review Fees will be assessed as described in Table 1 (Minimum Submission or Gateway Plan Review Fees):

**Table 1: Minimum Submission or Gateway Plan Review Fees**

Plan Type	Review Type	Fee	Resubmittal Fee
Small Site-Related Plans: <ul style="list-style-type: none"> <li>• Conservation Plan</li> <li>• Infill Lot Grading Plan</li> <li>• Non-Bonded Rough Grading Plan</li> </ul>	Minimum Submission Review	\$108	\$108
Major Site-Related Plans (Outside of Designated Plan Examiner (DPE) Process and/or Non-ESI Member Plans): <ul style="list-style-type: none"> <li>• Public Improvement</li> <li>• Rough Grading Plan (Associated with Major Plans)</li> <li>• Major Site Plan</li> <li>• Subdivision Plan</li> </ul>	Gateway Review	\$500	110% of Previous Fee (e.g., \$550, \$605, etc.)
Major Site-Related Plans (ESI Member Plans and/or Plans Leveraging the DPE Process): <ul style="list-style-type: none"> <li>• Public Improvement</li> <li>• Rough Grading Plan (Associated with Major Plans)</li> <li>• Site Plan</li> <li>• Subdivision Plan</li> </ul>	Review by Engineers & Surveyors Institute (ESI) Under the DPE Process	No Gateway Fee Paid to County	Not Applicable
Minor Site Plans	Gateway Review with flexibility to reduce to MSR	\$500	110% of Previous Fee (e.g., \$550, \$605, etc.)

#### 6. Other Miscellaneous Changes – Effective with PLUS Implementation

LDS proposes other editorial changes and adjustments to round fees to the nearest dollar. For all permit fees that are based on the cost of construction, LDS proposes language to require the permittee to provide verifiable cost data to show how the cost of construction is calculated.

Attachment 1 includes the proposed fee changes to Appendix Q.

#### **REGULATORY IMPACT**

The proposed amendment updates Appendix Q of the Code to ensure fees are consistent, transparent, and tied to cost recovery.

Proposed changes to building trade permit fees will result in streamlined fees commensurate across the trades:

- HVAC and mechanical permits will no longer be charged additional fees for piping and ductwork (only the base fee will apply).
- All permits will be charged one percent of the value of the installation contract plus a fee based on the quantity of equipment or fixtures being installed.

Proposed changes to the elevator inspection program fees will result in the following:

- Installation permit fee will increase from two percent to 2.4 percent of the installation contract value.
- The floor fee will be adjusted from a calculation based on a single elevator reaching the highest floor to a reduced floor fee assessed per piece of equipment.
- LDS added a consolidated five-year re-acceptance test fee, along with appropriate reinspection and retest fees (if equipment fails inspection).

Proposed addition of a Site Gateway Plan Review Fee and Minimum Submission Review Fee will result in the following:

- Customers will have incentive to provide high quality plans on the first submittal, rather than submitting unfinished plans quickly for the sake of showing progress in the county system.
- Poor quality plans will not clog reviewer queues.
- The Minimum Submission Review for site plans currently provided by ESI will continue, so this will not add any additional steps to the review processes.
- The Site Gateway Plan Review will add an additional step to non-ESI Member and non-DPE plans but will still be completed within the current timeframe for plan acceptance and holds the potential to reduce queues for those plans.

Proposed changes to site inspection and plan review fees will result in the following:

- The inspection fee structure for bonded projects will now be based on a percentage of the bond amount, rather than a base rate for disturbed acres plus additional fees for each public improvement to be inspected.
- Plan review fees will increase by the cost of additional urban forestry tree preservation review time.
- Multiple lot submissions of bonded lot grading plans have been removed to align with PLUS.

The editorial changes to Appendix Q will simplify calculations.

## **FISCAL IMPACT**

In regard to proposed adjustments to existing fees, analysis indicates that the adjustments for building trade permits, site plan reviews, and site inspections will have a negative impact on County revenue and a positive impact on customer costs. These proposed changes will result in simpler fee calculations and dependable fee estimates. Attachment A (the Staff Report) includes a summary of the analysis of the major Appendix Q fee changes. LDS projects customer savings in elevator inspection fees as

the combination of a floor fee increase will be offset by a reduction in the five-year testing fee.

The new Gateway and Minimum Submission Review fees will add additional costs to applicants during the review process (as outlined in the table above) and will generate \$187,500 in revenue by the time all fees are enacted with the PLUS permitting system in FY 2023. The overall result will add efficiency to the review process and will afford quicker review times for good-quality plans. It is anticipated that the value of time saved for applicants through quicker review times will far exceed the fee increase per plan submission.

These fee changes and additions will be implemented either upon adoption (Elevator Inspections); or at the time of PLUS implementation (Building Trade Permits, Site Related Plan Gateway/Minimum Submission Reviews, Site-Related Plan and Inspections, Building Master File Review Fee, and other miscellaneous changes). Table 2 (Fiscal Impact Summary) depicts the projected revenue impact of this proposed Appendix Q amendment, and shows the projected implementation dates, along with a notation of the fees that are changing and the new fees.

**Table 2: Fiscal Impact Summary**

<b>Fee</b>	<b>Amount</b>	<b>Implementation Date</b>
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Site Inspection Fees	(\$175,175)	PLUS Implementation
<b>Total Adjustments to Current Fees:</b>	<b>(\$352,653)</b>	
<b>New Fees</b>		
Building Master File Review Fee	\$22,680	PLUS Implementation
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<b>Total New Fees:</b>	<b>\$210,180</b>	
<b>TOTAL REVENUE IMPACT</b>	<b>(\$142,473)</b>	

For changes to existing fees, LDS projects a net loss of \$352,653 with an estimated reduction of \$220,000 for changes implemented at Board adoption, along with a decrease of \$132,653 for fees adjusted in concert with PLUS implementation, which is anticipated in FY 2023. LDS anticipates that the proposed new fees will generate net additional annual revenue of \$210,180, implemented in concert with PLUS. In total, when fully implemented, the proposed fee adjustments will result in a projected net revenue loss of \$142,473.

The immediate revenue impact has not been incorporated into the FY 2022 Adopted Budget Plan. Upon Board approval, staff will work with Department of Management and Budget to make any necessary budgetary adjustments.

**ATTACHED DOCUMENT**

Attachment 1– Amendment to Appendix Q (LDS Fee Schedule)

Attachment 2– Analysis of New Fees and Changes

**Proposed Amendment to  
Appendix Q (Land Development Services Fee Schedule) of  
The Code of the County of Fairfax, Virginia**

Amend introductory paragraph of Appendix Q to read as follows:

*This fee schedule establishes the fees charged, by Land Development Services and the Fire Marshal, for building and site development activities pursuant to the authority granted by §§ 15.2-2241(A)(9), 15.2-2286(A)(6), 62.1-44.15:54(J), 36-98.3, 36-105, 62.1-44.15:28(A) and 62.1-44.15:29 of the Code of Virginia and Chapters 2 (Property Under County Control), 61 (Building Provisions), 64 (Mechanical Provisions), 65 (Plumbing and Gas Provisions), 66 (Electrical Provisions), 101 (Subdivision Ordinance), 104 (Erosion and Sediment Control Ordinance), 112.1 (Zoning Ordinance), and 124 (Stormwater Management Ordinance) of the Code of the County of Fairfax, Virginia (the Code).*

Amend Appendix Q to replace the reference to Chapter 112, with Chapter 112.1. in all locations.

Amend Table of Contents, by updating the page numbers upon adoption.

Amend Part I (Building Development Fees), Section A (Standard Fees) through G (Vertical Transportation Permit Fees) where insertions are underlined and deletions are struck, to read as follows:

**I. BUILDING DEVELOPMENT FEES**

The following building development fees to cover the cost of reviewing plans, issuing permits, performing inspections, licensing, home improvement contractors and other expenses incidental to the enforcement of the Uniform Statewide Building Code, (USBC) and Chapters 61, 64, 65 and 66 of the Code are hereby adopted:

**A: STANDARD FEES**

Listed below are standard fees that apply to building, mechanical, electrical, plumbing, fire alarm, fire suppression and fire lane permits. The fees shall apply provided all of the applicable conditions set forth in § 61-1-3 of the Code are met.

- |  |                                |
|--|--------------------------------|
| 1. Base fee: The minimum fee charged for any permit.<br>A reduced fee shall apply as noted below.            | \$108.00                       |
| 2. Reduced fees:   |                                |
| • Multiple permits, per unit   | \$36.00                        |
| • Fee for permits requiring no inspections   | \$36.00                        |
| • Casualty Permits   | \$0.00                         |
| 3. After-hours re-energization or time-specific inspection fee for each 30-minute period or fraction thereof | \$241. <del>20</del> <u>00</u> |
| 4. Amendment of permit   |                                |

<ul style="list-style-type: none"> <li>The fee shall be the fee for any equipment added or the fee for any additional work involved, whichever fee is greater. In no case shall the fee be less than:</li> </ul>	\$36.00
5. Annual permit fee Same as Base Fee	\$108.00
6. Asbestos removal/abatement Same as Base Fee	\$108.00
7. Re-inspection fee Same as Base Fee	\$108.00
<del>8. Team inspections</del>	
<ul style="list-style-type: none"> <li><del>Fee if all disciplines (i.e. building, electrical, plumbing, mechanical and/or the Fire Marshal) are involved in inspections</del></li> <li><del>Fee paid for each discipline taking part in the inspection, should the inspection not involve all disciplines</del></li> </ul>	<del>\$507.60</del> <del>\$108.00</del>
98. Modular residential units, including manufactured homes Percentage of the regular permit fee	50.00%
<del>10. Non-permitted work</del>	<del>\$108.00</del>
449. Permit extensions: Permit authorizing construction of:	
<ul style="list-style-type: none"> <li>Interior alteration to an existing building</li> <li>An addition(s) or exterior alteration(s) to an existing residential structure (R-3, R-4 and R-5 construction)</li> <li>An accessory structure(s) on a residential property (R-3, R-4 and R-5 construction)</li> <li>A new structure (other than noted above)</li> <li>An addition(s) to a non-residential structure</li> </ul>	\$36.00 \$36.00 \$36.00 \$241.20.00 \$241.20.00
<del>12. Replacement of defective sprinkler heads</del>	<del>\$0.00</del>
<del>1310. Radiation, fallout or blast shelter</del>	<del>\$0.00</del>
4411. Solar Energy	\$0.00
<u>12. Maximum Occupancy Load Posting</u>	<u>\$156.00</u>

**B: BUILDING PERMIT AND OTHER FEES**

~~(A) New Buildings, Additions or Enlargements: The fee for construction of a new building, or an addition or an enlargement to an existing building shall be based on the following:~~

~~1. Except as noted in subsection 2 below, the fee for the construction of a new building, an addition or an enlargement shall be based on the area (as determined by the exterior dimension) of all floors, including basements or cellars and horizontally projected roof areas, for the following types of construction as defined in the USBC in effect, and specified in Table I below.~~

~~2. New single family detached dwellings and townhouses: The fee for construction of a new single family detached dwelling or townhouse shall be based on Table I, or as determined by the permit applicant, on Table IIA for a new single family detached dwelling or Table IIB for a new townhouse. The square footage area reflected in Table IIA and Table IIB is to be calculated pursuant to American National Standard~~

Institute, Inc. (ANSI) Standard Z765-2003 or its equivalent and based on the total area of the building's finished floor areas.

**TABLE 1**

**Residential Fees**

• Type IA, and IB, per square foot	\$0.216
• Type IIA, IIIA and IV, per square foot	\$0.169
• Type IIB, IIIB and VA, per square foot	\$0.114
• Type VB, per square foot	\$0.114

**Commercial Fee**

• Type IA, and IB, per square foot	\$0.216
• Type IIA, IIIA and IV, per square foot	\$0.169
• Type IIB, IIIB and VA, per square foot	\$0.169
• Type VB, per square foot	\$0.169

**TABLE IIA  
SINGLE FAMILY DETACHED DWELLINGS**

• <del>SFD A: 1 to 3,849 square foot</del>	<del>\$564.00</del>
• <del>SFD B: 3,850 to 5,949 square foot</del>	<del>\$852.00</del>
• <del>SFD C: 5,950 to 8,399 square foot</del>	<del>\$1,182.00</del>
• <del>SFD D: 8,400 to 13,999 square foot</del>	<del>\$1,728.00</del>
• <del>SFD E: 14,000 to 20,000 square foot</del>	<del>\$2,922.00</del>
• <del>Above 20,000 square foot</del>	<del>Use Table I</del>

**TABLE IIB  
TOWNHOUSES**

• <del>TH A: 1 to 2,249 square foot</del>	<del>\$292.80</del>
• <del>TH B: 2,250 to 3,749 square foot</del>	<del>\$463.20</del>
• <del>TH C: 3,750 + square foot</del>	<del>\$756.00</del>

(B) *Plan Resubmissions:* A fee per plan review discipline (i.e. building, electrical, mechanical or plumbing) will be assessed for each resubmission of plans.

• For all new commercial buildings and additions to existing commercial buildings	\$204.00
• For all new residential buildings and additions to existing residential buildings Same as Base Fee	\$108.00
• For each resubmission of plans for alterations to existing commercial buildings Same as Base Fee	\$108.00

(C) *Countywide Master File Review:* A fee per plan review discipline (i.e., building, electrical, mechanical or plumbing) will be assessed at the time of the initial permit application. \$216.00

(CD) *New Structure:* The fee for erection or installation of structures other than buildings (e.g. signs and retaining walls, canopies)

• For structures accessory to R-3, R-4 and R-5 construction Percentage of the estimated cost of <del>construction work</del> <u>(The permittee must provide verifiable detail of the cost of construction.)</u>	2.40%
• For other structures Percentage of the estimated cost of <del>construction work</del>	4.10%

(The permittee must provide verifiable detail of the cost of construction.)

(DE) Basement Finishing: (R-3, R-4 and R-5 construction)

- Same as Base Fee \$108.00

(EF) Demolition:

- Entire Structure: The fee for a permit to demolish a structure  
Same as Base Fee \$108.00
- Partial Demolition for renovation: The fee for a permit to partially demolish a structure in  
preparation for renovation  
Percentage of estimated cost of demolition 2.40%

(The permittee must provide verifiable detail of the cost of construction.)

(FG) Filing Fees for Permit Application and Plans Examination (does not apply to Fire Prevention Division fees for fire alarm, fire suppression and fire lane permits): To allow for permit application processing and plan examination in the event a building permit is not issued, the following fees shall be paid prior to plan review for such a permit.

- For non-walk-through single-family residential projects  
Percentage of the permit fee 50.00%
- For all commercial work, apartment buildings, garden apartments,  
and high-rise residential buildings  
Percentage of the permit fee 35.00%
- For walk-through residential projects  
Percentage of the permit fee 100.00%

(GH) Home Improvements: See applicable fees for new buildings, additions, enlargements, repairs and alterations.

(HI) Modular Furniture: The fee for the installation of modular furniture per floor or portion thereof when:

- The estimated cost of construction is \$10,000 or more ~~\$406.80~~ \$410.00  
(The permittee must provide verifiable detail of the cost of construction.)
- The estimated cost of construction is less than \$10,000  
Percentage of the estimated cost of construction 4.10%  
with a minimum fee of ~~\$177.60~~ \$205.00  
(The permittee must provide verifiable detail of the cost of construction.)

(IJ) Partitions:

- Same as base fee \$108.00

(JK) Removal and Relocation: The fee shall be based on a percentage of the cost of moving, plus a percentage of the cost of all work necessary to place the building or structure in its completed condition in the new location.

- Percentage of the cost of moving plus 2.40%
  - Percentage of the cost of ~~construction~~work 2.40%
- (The permittee must provide verifiable detail of the cost of moving and cost of construction.)

(KL) Repairs and Alterations: The fees for repairs and alterations of any building or structure where there is no addition or enlargement:

- For commercial work

- Percentage of the estimated cost of constructionwork 4.10%  
(The permittee must provide verifiable detail of the cost of construction.)
- For residential work (R-3, R-4 and R-5 construction)  
Percentage of the estimated cost of constructionwork 2.40%  
(The permittee must provide verifiable detail of the cost of construction.)

(M) Retaining Walls: The fee for installation and repair of a retaining wall:

- Retaining walls reviewed/inspected under the International Building Code (generally commercial or multi-family)  
Percentage of the estimated cost of construction \_\_\_\_\_ 4.10%
- Retaining walls reviewed/inspected under the International Residential Code (generally single-family detached dwellings)  
Percentage of the estimated cost of construction. \_\_\_\_\_ 2.40%  
(The permittee must provide verifiable detail of the cost of construction.)

(N) Roof Repairs, New Roof Structures, Re-siding: Fees for repairs and alterations apply.

(O) Swimming Pool: The fee for a building permit to construct a swimming pool. ~~\$159.60~~ \$216.00

(P) Temporary Structures:

- Same as Base Fee \$108.00

(Q) Tenant Layouts:

- Except for those tenant layouts shown on the originally approved plans for a new building, separate building permits shall be required for each tenant layout. The fee shall be based on a percentage of the estimated cost of constructionwork.  
Percentage of the estimated cost of constructionwork 4.10%
- The permittee must provide verifiable detail of the cost of construction. In no case, shall the permit fee be less than: ~~\$408.00~~ \$410.00
- Fee per plan review discipline for each submission of plans for alterations to existing commercial buildings  
Same as Base Fee \$108.00

(R) Home Improvement Contractor License Fees:

All contractor application and license fees are charged per individual for a sole proprietorship, per general partner for a partnership, or per corporate officer for a corporation.

- Application processing fee ~~\$103.20~~ \$103.00
- Fee of license issuance ~~\$63.60~~ \$64.00
- Fee to renew expired license, in addition to license renewal fee\* ~~\$61.20~~ \$61.00
- Fee to renew license ~~\$85.20~~ \$85.00
- Fee to maintain license in inactive state \$30.00

\*The fee to renew expired license. The Building Official or his designee has the authority to waive the penalty fee when the failure to renew a license is due to circumstances beyond the control of the licensee.

**C: MECHANICAL PERMIT FEES**

(A) Mechanical Equipment Installation Fees:

1. The permit fee for installation, repair, or replacement of all mechanical equipment installed in buildings other than ~~within individual residences~~ buildings in the R-3 or R-5 use groups. This fee is in addition to the ~~equipment~~ fees listed below in this section.

Percentage of the contract value less the value of listed equipment 2.40% 1.0%  
 (The permittee must provide verifiable detail of the cost of construction and total contract value.)

4. ~~Boilers:~~

- ~~Hot water heating to 200 MBH~~ ~~\$115.20~~
- ~~For each additional 100 MBH or fraction thereof~~ ~~\$17.82~~
- ~~Hot water storage tank~~ ~~\$115.20~~
- ~~Hot water supply to 500 MBH~~ ~~\$115.20~~
- ~~For each additional 500 MBH or fraction thereof~~ ~~\$17.82~~
- ~~Low pressure steam to 200 MBH~~ ~~\$115.20~~
- ~~For each additional 100 MBH~~ ~~\$17.82~~
- ~~Indirect hot water heater~~ ~~\$115.20~~
- ~~Miniature~~ ~~\$145.20~~
- ~~Power~~ ~~\$145.20~~
- ~~Plus per boiler hp~~ ~~\$2.16~~

2. ~~Crematorium~~ ~~\$175.20~~

3. ~~Dumbwaiters~~ ~~See Vertical Transportation~~

4. ~~Elevators~~ ~~See Vertical Transportation~~

5. ~~Expansion tank~~ ~~\$115.20~~

6. ~~Escalator~~ ~~See Vertical Transportation~~

7. ~~Furnaces:~~

- ~~Central heating up to 200 MBH~~ ~~\$47.04~~
- ~~Each additional 100 MBH or fraction thereof~~ ~~\$12.90~~
- ~~Duct furnace up to 200 MBH~~ ~~\$29.22~~
- ~~Each additional 100 MBH or fraction thereof~~ ~~\$12.90~~
- ~~Oil and solid fuel furnace up to 220 MBH input~~ ~~\$47.04~~
- ~~Each additional 100 MBH or fraction thereof~~ ~~\$12.90~~
- ~~Electric furnace up to 30 KW~~ ~~\$47.04~~
- ~~Each additional 30 KWS or fraction thereof~~ ~~\$6.66~~

8. ~~Halon system~~

- ~~Same as Base Fee~~ ~~\$108.00~~

9. ~~Heat pump:~~

- ~~Up to 5 tons~~ ~~\$58.50~~
- ~~Each additional ton~~ ~~\$2.16~~
- ~~Auxiliary heat up to 100 MBH~~ ~~\$47.04~~
- ~~Each additional 100 MBH~~ ~~\$6.66~~
- ~~Incremental heating and air conditioning units per unit.~~  
~~This fee applies to heating and air conditioning units~~

installed with boilers, chillers and water towers in a building.	\$13.56
40. Incinerator:	
• Per 100 lbs. per hour burning rate or fraction thereof	\$58.50
41. Manlift— See Vertical Transportation	
42. Oil burner (conversion to or replacement of oil burner):	
• Light oils— No. 1, 2 or 4	\$58.50
• Heavy oils— No. 5 or 6	\$71.22
43. Ductwork and/or Piping of equipment:	
• The fee for ductwork and/or piping of equipment for use groups other than R-3, R-4, and R-5 Percentage of the total contract value	2.40%
44. Porch lift, handicapped/wheel chair lift, hand elevator— See Vertical Transportation	
45. Prefab chimney	\$29.22
46. Prefab fireplace, with or without prefab chimney	\$29.22
47. Pump, circulating	\$58.50
48. Range hood fire protection system: Range hood only is charged as ductwork Same as Base Fee	\$108.00
49. Refrigeration (including but not limited to chillers, air conditioning units and cooling towers)	
• Refrigeration and refrigeration cycle of air conditioning systems up to 5 tons	\$58.50
○ Each additional refrigeration ton or fraction thereof	\$2.16
20. Sidewalk elevators— See Vertical Transportation	
21. Space heater— See Unit Heater	
22. Tanks (Above ground or underground tanks for hazardous or non-hazardous liquids, oil gas and propane):	
• Commercial— Same as Base Fee	\$108.00
• Residential (R-3, R-4 and R-5 occupancies)— Same as Base Fee	\$108.00
• Unfired pressure vessel (Air compressor receiving tank)	\$115.20
23. Unit heater:	
• Gas and oil up to 500 MBH input	\$29.22
○ For each additional 100 MBH input or fraction thereof	\$6.78
• Electrical up to 147 KW	\$29.22
○ Each additional 30 KW or fraction thereof	\$6.78
• Woodstove, with or without prefab chimney	\$13.08

(B) Periodic Mechanical Inspection Fee:

4. Boilers

● Hot water heating	
○ 0-1000 MBH	\$115.20
○ 1001-2000 MBH	\$145.20
○ Over 2000 MBH	\$175.20
● Hot water supply	\$115.20
● Miniature	\$145.20
● Power	
○ 0-100 HP	\$175.20
○ 101-500 HP	\$204.00
○ 501-1000 HP	\$235.20
○ Over 1000 HP	\$260.40
● Steam	
○ 0-1000 P/H	\$153.60
○ 1001-2000 P/H	\$175.20
○ 2001-4000 P/H	\$204.00
○ Over 4000 P/H	\$235.20
● Hydrostatic test	\$207.60
● Incinerator	
○ Up to 100 pounds	\$121.20
○ Over 100 pounds	\$184.80
● Range hood fire protection system	
○ Range hood is only charged as ductwork	\$115.20
● Halon system	\$115.20
● Refrigeration system	\$175.20
● Unfired pressure vessel	
○ With manhole	\$175.20
○ Without manhole	\$115.20

2. New Residential Mechanical (For New Dwelling Units in R-2, R-3, R-4, and R-5 Use Groups):  
Fees for the initial installation of equipment listed on the mechanical permit application that includes the HVAC equipment for the dwelling.

● 1 New Zone	Base Fee
● 2 New Zones	\$211.00
● 3 New Zones	\$317.00
● 4 New Zones	\$422.00
● 5 or more New Zones	\$528.00

3. Mechanical Residential HVAC Equipment Installation Fees (For Gas Fixtures in Addition to New HVAC Equipment):

The total permit fee is based on the level in which the permittee's total number of fixtures being installed falls:

● Level One (1-7 Fixtures)	Base Fee
● Level Two (8-12 Fixtures)	\$137.00
● Level Three (13-17 Fixtures)	\$180.00
● Level Four (18-22 Fixtures)	\$224.00

- Level Five (Over 22 Fixtures) \$267.00

4. Mechanical Commercial HVAC Equipment Installation Fees:

The total permit fee is based on the level in which the permittee's total number of fixtures being installed falls:

<u>Level</u>	<u>Base Fee</u>
<u>Level One (1-7 Fixtures)</u>	<u>\$211.00</u>
<u>Level Two (8-12 Fixtures)</u>	<u>\$317.00</u>
<u>Level Three (13-17 Fixtures)</u>	<u>\$422.00</u>
<u>Level Four (18-22 Fixtures)</u>	<u>\$528.00</u>
<u>Level Five (23-27 Fixtures)</u>	<u>\$633.00</u>
<u>Level Six (28-32 Fixtures)</u>	<u>\$738.00</u>
<u>Level Seven (33-37 Fixtures)</u>	<u>\$844.00</u>
<u>Level Eight (38-42 Fixtures)</u>	<u>\$950.00</u>
<u>Level Nine (43-47 Fixtures)</u>	<u>\$1055.00</u>
<u>Level Ten (48-52 Fixtures)</u>	<u>\$1161.00</u>
<u>Level Eleven (53-57 Fixtures)</u>	<u>\$1266.00</u>
<u>Level Twelve (58-62 Fixtures)</u>	<u>\$1372.00</u>
<u>Level Thirteen (63-67 Fixtures)</u>	<u>\$1478.00</u>
<u>Level Fourteen (68-72 Fixtures)</u>	<u>\$1583.00</u>
<u>Level Fifteen (Over 72 Fixtures)</u>	<u>\$1583.00</u>

5. Mechanical Commercial Miscellaneous Equipment Installation Fees:

The total permit fee is based on the level in which the permittee's total number of fixtures being installed falls:

<u>Level</u>	<u>Base Fee</u>
<u>Level One (1-5 Fixtures)</u>	<u>\$190.00</u>
<u>Level Two (6-20 Fixtures)</u>	<u>\$340.00</u>
<u>Level Three (21-35 Fixtures)</u>	<u>\$490.00</u>
<u>Level Four (36-50 Fixtures)</u>	<u>\$640.00</u>
<u>Level Five (51-65 Fixtures)</u>	<u>\$790.00</u>
<u>Level Six (66-80 Fixtures)</u>	<u>\$940.00</u>
<u>Level Seven (81-95 Fixtures)</u>	<u>\$1090.00</u>
<u>Level Eight (96-110 Fixtures)</u>	<u>\$1240.00</u>
<u>Level Nine (111-125 Fixtures)</u>	<u>\$1390.00</u>
<u>Level Ten (126-140 Fixtures)</u>	<u>\$1540.00</u>
<u>Level Eleven (141-155 Fixtures)</u>	<u>\$1690.00</u>
<u>Level Twelve (156-170 Fixtures)</u>	<u>\$1840.00</u>
<u>Level Thirteen (171-185 Fixtures)</u>	<u>\$1990.00</u>
<u>Level Fourteen (186-200 Fixtures)</u>	<u>\$2140.00</u>
<u>Level Fifteen (Over 200 Fixtures)</u>	<u>\$2140.00</u>

(B) Piping of Equipment: Base Fee

(C) Ductwork: Base Fee

**D: ELECTRICAL PERMIT FEES**

(A) Electrical Equipment Installation Fees:

Fees for the initial construction of new dwelling units in R-2, R-3, R-4 and R-5 use groups. The fees include the initial installation of equipment listed on the electrical permit application that includes the main electrical service for the dwelling. Any equipment installed pursuant to other electrical permit applications shall be charged in accordance with the fees prescribed in (B) below.

1. The permit fee for installation, repair, or replacement of all electrical equipment installed in buildings other than buildings in the R-3 or R-5 use groups. This fee is in addition to the fees listed below in this section.

Percentage of the contract value less the value of listed equipment 1.0%  
 (The permittee must provide verifiable detail of the cost of construction and total contract value.)

1. Electrical service size:

- 0-149 amps \_\_\_\_\_ \$240.00
- 150-399 amps \_\_\_\_\_ \$254.40
- 400 amps \_\_\_\_\_ \$350.40
- More than 400 amps – Use itemized fees in (B) below – See note

(B) Electrical Equipment Installation Fees:

1. Appliances, residential: Includes direct-wired appliances installed in dwelling units such as air cleaners, attic fans, central vacuums, dishwashers, disposals, clothes dryers, ovens, ranges or stoves, trash compactors and water heaters:

- First appliance \_\_\_\_\_ \$12.90
- Each additional appliance \_\_\_\_\_ \$6.78

Receptacles for individual appliances installed in lieu of the appliance shall be charged at the same rate as if the appliance were installed.

2. Circuits, new (extensions are counted as circuits), each \_\_\_\_\_ \$2.16

3. Control wiring: Wiring less than 50 volts when penetrating fire rated assemblies, smoke barriers and non-combustible plenums (e.g. telephone wiring, television wiring, burglary/security systems, fire alarm systems, etc.)  
 Same as Base Fee \_\_\_\_\_ \$108.00

4. Dental chairs \_\_\_\_\_ \$12.90

5. Electrical equipment rated by kilowatts (KW) to include space, baseboard and central heat, and commercial cooking units, water heaters, dishwashers, dryers, etc.:

- 0 to 4 KW \_\_\_\_\_ \$17.82
- Each additional unit in this range \_\_\_\_\_ \$6.78
- 4 to 6 KW \_\_\_\_\_ \$21.60
- Each additional unit in this range \_\_\_\_\_ \$12.90
- 6 to 8 KW \_\_\_\_\_ \$27.12
- Each additional unit in this range \_\_\_\_\_ \$17.82
- 8 to 10 KW \_\_\_\_\_ \$33.90
- Each additional unit in this range \_\_\_\_\_ \$21.60
- 10 to 14 KW \_\_\_\_\_ \$39.48
- Each additional unit in this range \_\_\_\_\_ \$27.12
- 14 to 20 KW \_\_\_\_\_ \$44.10
- Each additional unit in this range \_\_\_\_\_ \$33.90
- 20 to 25 KW \_\_\_\_\_ \$49.56
- Each additional unit in this range \_\_\_\_\_ \$39.48
- Over 25 KW \_\_\_\_\_ \$54.54
- Each additional unit in this range \_\_\_\_\_ \$44.10

6. Fan-coil units \_\_\_\_\_ \$6.78

7. Fixtures, switches and receptacles, etc.:

- First 10 or fraction thereof \_\_\_\_\_ \$12.90
- Each additional 10 or fraction thereof \_\_\_\_\_ \$8.70

8. ~~Gasoline pumps: Submerged Fee shall be the same as for motors~~

9. ~~Gasoline island pumps or dispensers:~~

- ~~First~~ \_\_\_\_\_ ~~\$12.90~~
- ~~Each additional~~ \_\_\_\_\_ ~~\$8.70~~

10. ~~Generators: (does not apply to generators used with amusement devices)~~

- ~~0 to 5 KW~~ \_\_\_\_\_ ~~\$29.22~~
- ~~Over 5 to 25 KW~~ \_\_\_\_\_ ~~\$35.94~~
- ~~Over 25 to 35 KW~~ \_\_\_\_\_ ~~\$47.04~~
- ~~Over 35 to 50 KW~~ \_\_\_\_\_ ~~\$57.24~~
- ~~Over 50 KW~~ \_\_\_\_\_ ~~\$87.60~~

11. ~~Heating and air conditioning — gas and oil:~~

- ~~Residential furnace — gas/oil or air conditioning~~
  - ~~First unit~~ \_\_\_\_\_ ~~\$17.82~~
  - ~~Each additional unit~~ \_\_\_\_\_ ~~\$6.78~~
- ~~Commercial furnace — See Motors~~

12. ~~Motors and electrical equipment rated horsepower (hp) to include commercial heating, cooling and ventilating equipment. On package equipment, such as pumps and commercial air handlers, fans, compressors and disposals, each motor shall be charged separately:~~

~~1/8 horsepower or less — Charged as Fixtures~~

- ~~Over 1/8 to 1 hp~~
  - ~~First~~ \_\_\_\_\_ ~~\$17.82~~
  - ~~Each additional motor~~ \_\_\_\_\_ ~~\$6.78~~
- ~~Over 1 to 5 hp~~
  - ~~First~~ \_\_\_\_\_ ~~\$21.60~~
  - ~~Each additional motor~~ \_\_\_\_\_ ~~\$6.78~~
- ~~Over 5 to 10 hp~~
  - ~~First~~ \_\_\_\_\_ ~~\$29.40~~
  - ~~Each additional motor~~ \_\_\_\_\_ ~~\$12.90~~
- ~~Over 10 to 20 hp~~
  - ~~First~~ \_\_\_\_\_ ~~\$35.94~~
  - ~~Each additional motor~~ \_\_\_\_\_ ~~\$17.82~~
- ~~Over 20 to 30 hp~~
  - ~~First~~ \_\_\_\_\_ ~~\$41.28~~
  - ~~Each additional motor~~ \_\_\_\_\_ ~~\$21.60~~
- ~~Over 30 to 40 hp~~
  - ~~First~~ \_\_\_\_\_ ~~\$53.76~~
  - ~~Each additional motor~~ \_\_\_\_\_ ~~\$35.94~~
- ~~Over 40 to 50 hp~~
  - ~~First~~ \_\_\_\_\_ ~~\$63.60~~
  - ~~Each additional motor~~ \_\_\_\_\_ ~~\$46.20~~
- ~~Over 50 hp~~
  - ~~First~~ \_\_\_\_\_ ~~\$76.80~~
  - ~~Each additional motor~~ \_\_\_\_\_ ~~\$58.50~~

13. ~~Parking lot lighting:~~

- ~~First pole~~ \_\_\_\_\_ ~~\$12.90~~
- ~~Each additional~~ \_\_\_\_\_ ~~\$6.78~~

14. ~~Services:~~

- New or replacement, subservices, subpanels, submeters or meters for separate occupancies:
  - 0 to 800 amp \_\_\_\_\_ \$60.00
  - Over 800 amp \_\_\_\_\_ \$87.60
- Temporary service on structures for construction of temporary or permanent service
  - 0-800 amp \_\_\_\_\_ \$60.00
  - Over 800 amp \_\_\_\_\_ \$87.60
- Circuits, fixtures, receptacles and equipment to be charged for under the circuit fixture and motor schedule

15. Signs:

- Fluorescent, each sign \_\_\_\_\_
  - 1 to 4 tubes \_\_\_\_\_ \$17.82
  - Each additional 4 tubes or fraction thereof \_\_\_\_\_ \$12.90
- Incandescent, each sign \_\_\_\_\_ \$17.82
- Neon, each sign \_\_\_\_\_
  - First transformer \_\_\_\_\_ \$17.82
  - Each additional transformer \_\_\_\_\_ \$6.78

16. Swimming pools, annual inspection fees:

- Includes two inspections
- Fee must be paid before inspections will be performed.
- Additional inspections will require payment of re-inspection fee. \_\_\_\_\_ \$159.60

17. Temporary wiring:

- Tree sales, produce stands, fireworks stands, tent sales and other temporary non-amusement activities  
Same as Base Fee \_\_\_\_\_ \$108.00
- Carnivals, fairs, circuses, generators and other temporary amusement activities. The fee shall be the maximum fee per Virginia Amusement Device Regulations (VADR) 2012 adopted July 14, 2014 — Max Fee per VADR

18. Transformers, UPS and step down transformers:

- 0 to 10 KVA \_\_\_\_\_ \$17.82
  - Each additional transformer in this range \_\_\_\_\_ \$12.90
- Over 10 to 50 KVA \_\_\_\_\_ \$21.60
  - Each additional transformer in this range \_\_\_\_\_ \$17.82
- Over 50 to 75 KVA \_\_\_\_\_ \$35.94
  - Each additional transformer in this range \_\_\_\_\_ \$29.22
- Over 75 to 200 KVA \_\_\_\_\_ \$53.76
  - Each additional transformer in this range \_\_\_\_\_ \$41.28
- Over 200 KVA \_\_\_\_\_ \$68.40
  - Each additional transformer in this range \_\_\_\_\_ \$57.96

19. Unit heaters \_\_\_\_\_ \$6.78

20. UPS System — Fee shall be the same as transformers by KVA rating

21. Welders \_\_\_\_\_ \$7.62

22. X-ray machines \_\_\_\_\_ \$7.62

2. New Residential Electrical Installation Fees:

- 0-149 Amps \_\_\_\_\_ \$273.00
- 150-399 Amps \_\_\_\_\_ \$302.00
- 400-599 Amps \_\_\_\_\_ \$343.00

•	<u>600-799 Amps</u>	<u>\$372.00</u>
•	<u>More than 799 Amps</u>	<u>\$475.00</u>
3.	<u>Residential Addition/Alteration Electrical Installation Fees:</u>	
	<u>The total permit fee is based on total number of fixtures, circuits, equipment:</u>	
•	<u>Level One (1-100 fixtures, circuits, equipment)</u>	<u>Base Fee</u>
•	<u>Level Two (101-125 fixtures, circuits, equipment)</u>	<u>\$117.00</u>
•	<u>Level Three (126-150 fixtures, circuits, equipment)</u>	<u>\$145.00</u>
•	<u>Level Four (151-175 fixtures, circuits, equipment)</u>	<u>\$173.00</u>
•	<u>Level Five (Over 175 fixtures, circuits, equipment)</u>	<u>\$202.00</u>
4.	<u>Commercial Building/Addition/Alteration Electrical Installation Fees:</u>	
	<u>The total permit fee is based on total number of fixtures, circuits, equipment:</u>	
•	<u>Level One (1-50 fixtures, circuits, equipment)</u>	<u>Base Fee</u>
•	<u>Level Two (51-150 fixtures, circuits, equipment)</u>	<u>\$300.00</u>
•	<u>Level Three (151-250 fixtures, circuits, equipment)</u>	<u>\$500.00</u>
•	<u>Level Four (251-350 fixtures, circuits, equipment)</u>	<u>\$700.00</u>
•	<u>Level Five (351-450 fixtures, circuits, equipment)</u>	<u>\$900.00</u>
•	<u>Level Six (451-550 fixtures, circuits, equipment)</u>	<u>\$1100.00</u>
•	<u>Level Seven (551-650 fixtures, circuits, equipment)</u>	<u>\$1300.00</u>
•	<u>Level Eight (651-750 fixtures, circuits, equipment)</u>	<u>\$1500.00</u>
•	<u>Level Nine (751-850 fixtures, circuits, equipment)</u>	<u>\$1700.00</u>
•	<u>Level Ten (851-950 fixtures, circuits, equipment)</u>	<u>\$1900.00</u>
•	<u>Level Eleven (951-1050 fixtures, circuits, equipment)</u>	<u>\$2100.00</u>
•	<u>Level Twelve (1051-1150 fixtures, circuits, equipment)</u>	<u>\$2300.00</u>
•	<u>Level Thirteen (1151-1250 fixtures, circuits, equipment)</u>	<u>\$2500.00</u>
•	<u>Level Fourteen (1251-1350 fixtures, circuits, equipment)</u>	<u>\$2700.00</u>
•	<u>Level Fifteen (Over 1350 fixtures, circuits, equipment)</u>	<u>\$2900.00</u>
5.	<u>Service Panels</u>	
•	<u>Service Panel</u>	<u>\$60.00</u>
•	<u>Temporary to Permanent</u>	<u>\$60.00</u>
•	<u>Temporary for Construction</u>	<u>\$60.00</u>
•	<u>Sub Panel</u>	<u>\$60.00</u>
•	<u>Transfer Switch</u>	<u>\$60.00</u>
6.	<u>Generator</u>	<u>\$60.00</u>
7.	<u>Low Voltage (per system per floor)</u>	<u>\$108.00</u>

**E: PLUMBING PERMIT FEES**

1. (A) Plumbing and Gas Fitting Equipment Installation Fees: The permit fee for installation, repair, or replacement of all plumbing equipment installed in buildings other than buildings in R-3 or R-5 use groups. This fee is in addition to the fees listed below in this section.

Percentage of the contract value less the value of listed equipment 1.0%  
 (The permittee must provide verifiable detail of the cost of construction and total contract value.)

- 1. ~~New plumbing systems in new buildings, existing unplumbed buildings, or portions thereof, changes in existing systems~~ \$58.50
  - ~~Plus, for each fixture, each appliance, each appurtenance, including sill cock, and for each areaway drain, floor drain and roof drain~~ \$8.70
- 2. ~~Setting or replacing fixtures without changes in existing system~~ \$58.50
  - ~~Plus, for each fixture~~ \$6.78
- 3. ~~Sewer, new, replacement or repair~~ \$58.50
- 4. ~~Sewer tapping~~ \$58.50
- 5. ~~Sewage ejector pump~~ \$8.70
- 6. ~~Sump pump~~ \$8.70
- 7. ~~Swimming pool, public and semipublic – Fixture appliance and appurtenance fee apply~~
- 8. ~~Water service, new, replacement or repair~~ \$58.50

2. New Residential Townhouse/Condo Plumbing Installation Fees:  
 The total permit fee is based on the level in which the permittee’s total number of fixtures being installed falls:

- Level One (1-19 Fixtures) \$206.00
- Level Two (20-24 Fixtures) \$250.00
- Level Three (25-29 Fixtures) \$278.00
- Level Four (30-34 Fixtures) \$293.00
- Level Five (Over 34 Fixtures) \$322.00

3. New Residential Single-Family Detached Dwelling Plumbing Installation Fees:  
 The total permit fee is based on the level in which the permittee’s total number of fixtures being installed falls:

- Level One (1-29 Fixtures) \$272.00
- Level Two (30-39 Fixtures) \$359.00
- Level Three (40-49 Fixtures) \$446.00
- Level Four (50-59 Fixtures) \$533.00
- Level Five (Over 59 Fixtures) \$624.00

4. Residential Addition/Alteration Plumbing Installation Fees:  
 The total permit fee is based on the level in which the permittee’s total number of fixtures being installed falls:

- Level One (1-7 Fixtures) Base Fee
- Level Two (8-12 Fixtures) \$137.00
- Level Three (13-17 Fixtures) \$180.00
- Level Four (18-22 Fixtures) \$224.00
- Level Five (Over 22 Fixtures) \$267.00

5. Commercial Building/Addition/Alteration Plumbing Installation Fees:  
 The total permit fee is based on the level in which the permittee’s total number of fixtures being installed falls:

- Level One (1-5 Fixtures) Base Fee
- Level Two (6-20 Fixtures) \$190.00

• Level Three (21-35 Fixtures)	\$340.00
• Level Four (36-50 Fixtures)	\$490.00
• Level Five (51-65 Fixtures)	\$640.00
• Level Six (66-80 Fixtures)	\$790.00
• Level Seven (81-95 Fixtures)	\$940.00
• Level Eight (96-110 Fixtures)	\$1090.00
• Level Nine (111-125 Fixtures)	\$1240.00
• Level Ten (126-140 Fixtures)	\$1390.00
• Level Eleven (141-155 Fixtures)	\$1540.00
• Level Twelve (156-170 Fixtures)	\$1690.00
• Level Thirteen (171-185 Fixtures)	\$1840.00
• Level Fourteen (186-200 Fixtures)	\$1990.00
• Level Fifteen (Over 200 Fixtures)	\$2140.00

6. Sewer/Water Service

• Sewer (New, Replacement or Repair)	\$59.00
• Sewer Tap (Manhole or Line)	\$59.00
• Water Service (New, Replacement or Repair)	\$59.00

**F: HOUSEHOLD APPLIANCE PERMIT FEES**

(A) Household Appliance Fees:

• <del>Base permit fee, which includes the first appliance</del>	<del>\$60.00</del>
○ <del>Plus, additional appliances added on the same permit, each</del>	<del>\$14.46</del>
• One Appliance	\$60.00
• Two Appliances	\$74.00
• Three Appliances	\$89.00
• Four Appliances	\$103.00

**G: VERTICAL TRANSPORTATION PERMIT FEES**

All vertical transportation equipment operating in Fairfax County must be permitted for installation, modernization, and/or replacement. In order to maintain a valid Certificate of Compliance, all commercial vertical transportation equipment (other than single-family detached dwellings) must also be permitted; tested periodically (six months); annually (one year); and submitted for re-acceptance every five years. Commercial vertical transportation equipment must have a valid Certificate of Compliance to operate.

(A) Floor Fee: For all permits; annual certificates of compliance; five-year tests; and all re-inspections, the floor fee will be added to the cost for each individual piece of equipment. For these purposes, this will be defined as the fee charged for each floor in the building where an individual passenger or freight elevator is installed. ~~\$47.00~~ 15.00

(B) Testing Fees: Unless otherwise stated in the following sections, fees for individual tests that must be performed on each piece of equipment will be as follows:

• Governor Test	\$296.00
• Load Test	\$445.00
• Speed Test	\$296.00
• Static Pressure Test	\$296.00
• Fire and Smoke Test	\$296.00

- Generator Test \$296.00

~~(CA) Commercial Mechanical Vertical Transportation Equipment Installation Fees:~~ The permit fee for installation, repair, modernization, or replacement of all vertical transportation equipment installed in buildings other than within ~~individual residences~~ single-family detached dwellings. This fee is in addition to the equipment fees listed below in this section.

1. ~~Floor fee plus 2.40% Percentage of the vertical transportation installation/repair/modernization, or replacement cost as indicated by the associated contract value less the value of the equipment listed below: 2.00%~~

~~(The permittee must provide verifiable cost detail of construction and total contract value.)~~

<del>With a minimum fee of</del>	<del>\$135.00</del>
• <del>Chair/platform lifts</del>	<del>\$142.00</del>
• <del>Dumbwaiters/material lifts</del>	
○ <del>Hand-operated</del>	<del>\$142.00</del>
○ <del>Power-driven</del>	<del>\$142.00</del>
• <del>Elevators</del>	
○ <del>Construction Use/Hoist, plus floor charge</del>	<del>\$289.00</del>
<del>(see 'floor charge' below '(A) Floor Fee Above)</del>	
○ <del>Freight, plus floor charge</del>	<del>\$289.00</del>
<del>(see 'floor charge' below '(A) Floor Fee Above)</del>	
○ <del>Passenger, plus floor charge</del>	<del>\$289.00</del>
<del>(see 'floor charge' below '(A) Floor Fee Above)</del>	
• <del>Escalators, per floor/moving walks</del>	<del>\$497.00</del>
• <del>Man lifts</del>	<del>\$146.00</del>
○ <del>Hand-driven</del>	<del>\$113.00</del>
2. <del>Elevator (Electric/Hydraulic)</del>	<del>\$289.00</del>
3. <del>Escalator/Moving Walk</del>	<del>\$487.00</del>
4. <del>Dumbwaiter</del>	<del>\$146.00</del>
5. <del>Lift</del>	<del>\$146.00</del>

~~Floor charge: Fee charged for each floor in the building where a passenger or freight elevator is installed. This charge shall be computed and added to the fee for the equipment that has the most stops.~~ ~~\$47.00~~

~~(DB) Residential Mechanical Vertical Transportation Equipment Installation Fees (new, repair, modernization, or replacement):~~

• <del>Chair/platform lifts</del>	<del>\$142.00</del>
• <del>Dumbwaiters</del>	
○ <del>Hand-operated</del>	<del>\$142.00</del>
○ <del>Power-driven</del>	<del>\$142.00</del>
• <del>Private residence elevators, lifts, or dumbwaiters</del>	<del>\$306.00</del> <del>\$308.00</del>
• <del>Private residence elevator re-inspection fee (if acceptance fails)</del>	<del>\$308.00</del>

~~(E) Temporary Construction Use:~~

- ~~After required elevator permit (including floor fees) is issued~~ ~~\$266.00~~
- ~~Temporary construction use extension~~ ~~\$115.00~~

~~(FG) Periodic Mechanical Inspection Fee-Annual Certificate of Compliance Inspection Fee:~~ All vertical transportation equipment, other than that which is installed within ~~individual residences~~ those in single-family detached dwellings, and other than conveyors, requires an annual certificate of compliance. ~~For an~~ The annual certificate of compliance, the annual fee covers the permit renewal, one regular and one periodic inspection during the certificate, payable by the owner of the building to the County of Fairfax before the expiration of the certificate. This will be calculated for each individual piece of equipment, which is designated by a unique equipment ID number, shall be as follows:

- Elevator (Electric/Hydraulic) Floor Fee + \$289.00

• Escalator/Moving Walk	Floor Fee +	\$487.00
• Dumbwaiter	Floor Fee +	\$146.00
• Lift	Floor Fee +	\$146.00

If the vertical transportation equipment is not inspection ready at the appointed time, or if a potential safety issue is noted during the periodic, or annual inspection, and immediate corrective action is prescribed, then a reinspection fee (and any applicable testing fees referenced in Section B above), will be payable prior to a reinspection being scheduled, and calculated as follows:

• Per inspection visit	\$246.00
<u>+ Floor Fee per equipment ID + applicable testing fee(s) per equipment ID</u>	
• Chair/platform lifts	\$146.00
• Dumbwaiters/material lifts	
○ Hand-operated	\$122.00
○ Power driven	\$134.00
• Elevators	
○ Construction	\$266.00
○ Freight, plus floor charge (see 'floor charge' below)	\$266.00
○ Passenger, plus floor charge (see 'floor charge' below)	\$266.00
• Escalators, per floor/moving walks	\$146.00
• Man lifts	\$146.00
• Sidewalk elevators	
○ Hand-driven	\$113.00
○ Power driven	\$150.00

Floor charge: Fee charged for each floor in the building where a passenger or freight elevator is installed. This charge shall be computed and added to the fee for the equipment that has the most stops. \$47.00

(G) Acceptance of Modernization/Repair and/or Five-Year Testing and Inspection Fees: Once commercial vertical transportation equipment has been permitted for repair/modernization and/or the equipment reaches five years since acceptance testing was performed, the following fee shall be assessed:

• Per equipment ID	Floor Fee + \$1,750.00
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Freight and passenger elevator tests: The following fees apply to freight and passenger elevator tests which are not performed in conjunction with regularly scheduled periodic inspections:

• Temporary inspection	\$246.00
• Temporary inspection (extension)	\$115.00
• Governor test	\$296.00
• Load test	\$445.00
• Speed test	\$296.00
• Static pressure/hydraulic	\$296.00
• Fire and smoke test	\$213.00

If the vertical transportation equipment is not inspection ready at the appointed time, or if a potential safety issue is noted during the modernization/repair acceptance, or five-year testing inspection, and immediate corrective action is prescribed, then a reinspection fee (and any applicable testing fees referenced in Section B above), will be payable prior to a reinspection being scheduled, and calculated as follows:

• Per inspection visit	\$246.00
<u>+ Floor Fee per equipment ID + applicable testing fee(s) per equipment ID</u>	

(H) Removal (Demolition): Applies to the complete removal of all associated equipment for a specific equipment ID within a commercial or residential structure:

• Permit Fee	\$108.00
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- Inspection Fees
  - Elevator (Electric/Hydraulic) \$289.00
  - Escalator/Moving Walk \$487.00
  - Dumbwaiter \$146.00
  - Lift \$146.00

**Amend Part I (Building Development Fees), Section H (Fire Prevention Division (Office of the Fire Marshal Fees), only where insertions are underlined and deletions are struck as follows:**

**H: FIRE PREVENTION DIVISION (OFFICE OF THE FIRE MARSHAL) FEES**

(A) Plan Review Fees:

Fees for all plan review are based on an hourly charge calculated on the quarter hour or part thereof, per reviewer. Fees are due upon completion of the plan review process.

- Per Hour \$156.00

(B) Acceptance Testing and Inspection Fees:

Fees are based on an hourly charge calculated on the quarter hour or part thereof, per inspector. Fees for fire protection equipment and systems performance tests and inspections, other equipment and systems performance tests and inspections, occupancy or preoccupancy inspections, fire lanes and required ~~retesting~~ or reinspections shall be imposed per hour calculated on the quarter hour or part thereof, per required inspector.

- Per Hour \$156.00

(C) Reinspection Fees:

Reinspection fees shall be based on the hours reserved to perform the test and will be charged per hour calculated on the quarter hour or part thereof, per required inspector. The following matrix is to serve as a guideline in determining when a reinspection fee is required for acceptance testing ~~and retesting~~. A minimum notice of 24 hours (one full business day) for test cancellation is required. The fee is charged when an inspection is not canceled in time to save an unnecessary trip by inspectors.

- Per Hour \$156.00

<b>REINSPECTION FEES</b>			
<b>CIRCUMSTANCE</b>	<b>CONDITION</b>	<b>INSPECTED</b>	<b>REINSPECTION FEE</b>
Cancelled or rescheduled off site more than 24 hours prior to appointment	N/A	No	No
Cancelled or rescheduled off site less than 24 hours prior to appointment	N/A	No	Yes
Contractor shows, others do not, or inspectors arrive, no one on site	Cannot test	No	Yes
Cancelled while inspectors on site; test not started	Not ready	No	Yes
Regular inspection, test started, test not completed	Not Ready or Failure due to fault of contractor	Yes	Yes
Regular inspection, test started, test not completed	Failed, but due to fault of contractor	Yes	No
Regular inspection, test completed	Substantially ready with minor deficiencies	Yes	No
Regular inspection, test completed	No punch list, <del>sticker issued</del> <u>inspection approved</u>	Yes	No
Final inspection	Deficient	Yes	Yes

Amend Part II (Site Development Fees), introductory paragraph to read as follows:

*The following site development fees to cover the cost of reviewing site and subdivision plans and related documents; processing site and subdivision plan agreements; making inspections of required site improvements; permitting any work or construction on any land dedicated or proposed for dedication to public use; and other fees incidental to the administration of these activities pursuant to Chapters 2, 101, 104, 112.1, and 124 of the Code, and any fees paid to the County upon submission of any request for a waiver, exception, and modification of the County Ordinances, are hereby adopted:*

Amend Part II (Site Development Fees), Section A (Plan and Document Review Fees), where insertions are underlined and deletions are struck, to read as follows:

**A: PLAN AND DOCUMENT REVIEW FEES**

The following fees are due upon submission to the County of the following plans and documents. The Fire Prevention Division review fees are listed in Part D.

(A) Pre-Submission Filing and Review Fees for Certain Plans:

- **Gateway Review Fee**  
Fee assessed at the initial plan submission for bonded plans and minor site plans, for a quality and content review of plan submissions by technical staff prior to the beginning of the comprehensive review. For minor site plans, a Minimum Submission Review may substitute for a Gateway Review, based on plan complexity. Fee will be charged for each Gateway Review regardless of pass or fail and comprehensive review will not begin until Gateway passes.
  - First Gateway Review Fee \$500.00
  - Subsequent Gateway Review Fee (each time plan fails, requiring Gateway resubmission) Previous Gateway Review Fee + 10%
  
- **Minimum Submission Review Fee**  
Fee assessed at initial plan submission for non-bonded plans excluding minor site plans to ensure that the plan submission meets all necessary technical and formatting requirements. Fee will be charged for each Minimum Submission Review (MSR) regardless of pass or fail and comprehensive review will not begin until MSR passes.
  - Fee per MSR Submission \$108.00

(AB) Plats:

1. Easement plat, per submission \$432.00
  
2. Preliminary subdivision plat:
  - Initial Submission
    - Less than 10 lots ~~\$4,192.80~~ \$4,193.00
      - Plus, fee per lot or division of land including outlots and parcels ~~\$79.20~~ \$79.00
    - 10 lots or more ~~\$6,825.60~~ \$6,826.00
      - Plus, fee per lot or division of land including outlots and parcels ~~\$79.20~~ \$79.00

Redate (reapproval): fee for reapproval of a previously approved preliminary plat submitted to the County for approval during the validity period of the preliminary plat, each. ~~\$850.80~~ \$851.00

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- Resubmission, per submission – Percentage of the Original Fee 25.00%
- Revisions, per submission – Percentage of the Original Fee 25.00%

3. Record (final) subdivision plat:

- Initial Submission ~~\$727.20~~ \$727.00
  - Plus, fee per lot or division of land including outlots and parcels \$36.00
- Resubmission Fee, per submission ~~\$369.60~~ \$370.00
- Redate (reapproval): fee for reapproval of a previously approved final plat that has expired, per submission ~~\$634.80~~ \$635.00

*(BC) Subdivision Plans, Site Plans, and Site Plans for Public Improvements Only: The following schedule shall be used to tabulate the fees for review of subdivision and site plans, and site plans for public improvements only.*

1. Base Fee:

- Subdivision Plans
  - 1<sup>st</sup> Review Cycle ~~\$6,955.00~~ \$7,336.00
- Site Plans
  - 1<sup>st</sup> Review Cycle ~~\$9,806.00~~ \$10,187.00
  - Site Plans and Subdivision Plans Additional fee per disturbed acre or any fraction thereof \$1,061.00
- The maximum base fee (as part of the initial review cycle) is as follows:
  - For Subdivision Plans \$17,862.00
  - For Site Plans \$59,526.00
- Site plans for public improvements only including sanitary sewer, trail, sidewalk, storm sewer, channel improvements, waterline, and/or road construction pursuant to Chapter 2 of the Code.
  - 1<sup>st</sup> Review Cycle ~~\$3,843.00~~ \$4,224.00

2. Fees in addition to base fees:

- Site Plans for the following public improvements only including sanitary sewer, trail, sidewalk, storm sewer, channel improvements, waterline, and/or road construction pursuant to Chapter 2 of the Code.
  - Additional fee per linear foot or fraction thereof, of each improvement ~~\$1.45~~ \$2.00
- Additional plan review, as a result of an approved zoning action associated with the proposed construction to include the following with a maximum cumulative fee of \$4,158.00
  - Sites subject to rezoning \$2,442.00
  - Sites subject to special exception \$1,713.60
  - Sites subject to special permit \$1,713.60
  - Sites subject to variance \$1,269.60
- Review resulting from site conditions and proposed improvements

○ SWM/BMP facility, for each <u>proposed</u> facility serving the site (on or off-site), except as noted, with a maximum cumulative fee of	\$7,500.00
▪ Constructed Wetland or Ponds	\$3,200.00
▪ Bioretention Basin or Filter, Infiltration Facility, Filtering Practice <sup>1</sup> , Innovative BMP <sup>2</sup> , or Detention-Only Facility <sup>3</sup>	\$1,900.00
▪ Dry Swale, Wet Swale, or Grass Channel (per linear foot) with a minimum of	\$5.00 \$1,500.00
▪ Rainwater Harvesting System, per square foot of collection area, with a minimum of	\$0.12 \$1,900.00
▪ Permeable Pavement, Vegetated Roof, per square foot of surface with a minimum of	\$0.12 \$1,500.00
▪ Manufactured BMP <sup>4</sup> , Micro- or Urban Bioretention <sup>5</sup>	\$1,200.00
▪ Rooftop Disconnection, for each building served	\$500.00
▪ Sheet Flow to Vegetated Filter Strip or Conserved Open Space, Soil Amendments, Reforestation, flat fee per plan	\$500.00
○ Floodplain area (existing and proposed)	<del>\$856.80</del> <u>\$857.00</u>
○ Natural drainage way (non-floodplain watersheds)	<del>\$856.80</del> <u>\$857.00</u>
○ Problem soils (area with soil types A or B, per the official map adopted by the Board or as deemed by the Director)	<del>\$1,269.60</del> <u>\$1,270.00</u>

3. Additional Review Cycles:

- 2<sup>nd</sup> Review Cycle Fee: fee tabulated at a percentage of all fees due at initial submission (Base Fee + all other associated fees assessed in accordance with (B1) and (B2) above).  
 Percentage of all fees 55.00%
  - Plus, additional fees charged in accordance with (B1) and (B2) above for changes in the amount of disturbed area, zoning action, site conditions, and/or proposed improvements from that indicated on the first submission. Tabulated Fee

<sup>1</sup> Filtering practices include facilities such as sand filters.

<sup>2</sup> BMPs not on the Virginia Stormwater BMP Clearinghouse approved list or listed with a Pilot Use Designation or Conditional Use Designation.

<sup>3</sup> Vaults or other underground storage systems providing detention only. No ponds.

<sup>4</sup> Includes proprietary devices.

<sup>5</sup> Includes residential rain gardens, urban stormwater planters, expanded tree pits, and stormwater curb extensions.

• Signature Set Review Cycle (formerly 3 <sup>rd</sup> Submission): Site Plans, Subdivision Plans, and Site Plans with public improvements only	\$0.00
• Additional review cycles if Signature Set Review Cycle is not approved; per review cycle (does not apply to site plans with public improvements only)	<del>\$6,000.00</del> <u>\$6,568.00</u>
• Additional review cycles for site plans with public improvements only, if Signature Set Review Cycle is not approved; per review cycle	<del>\$2,500.00</del> <u>\$3,068.00</u>
4. Revisions:	
• Fee, per submission	\$1,346.00
○ Plus, additional fees charged in accordance with (B1) and (B2) above for changes in the disturbed area, zoning action, site conditions, and/or proposed improvements from that indicated on the approved plan.	Tabulated Fee
5. Plan extensions (redate), per request	\$1,713.60
<i>(CD) Minor Site Plans and Grading Plans:</i>	
1. Minor Site Plans,	
• 1 <sup>st</sup> Review Cycle	<del>\$3,901.00</del> <u>\$4,282.00</u>
• 2 <sup>nd</sup> Review Cycle Percentage of the 1 <sup>st</sup> Review Cycle Fee	55.00%
• Signature Set Review Cycle (Formerly 3 <sup>rd</sup> Submission)	\$0.00
• Additional review cycles if Signature Set Review Cycle is not approved; per review cycle	<del>\$3,750.00</del> <u>\$4,318.00</u>
• Revisions; per submission	<del>\$749.00</del> <u>\$790.00</u>
2. Grading plans for building permits on existing lots within a subdivision currently bonded with the County:	
• 1 <sup>st</sup> submission, <del>first lot</del>	<del>\$1,269.60</del> <u>\$1,270.00</u>
○ <del>Each additional lot within the same subdivision submitted within the same plan set</del>	<del>\$1,054.80</del>
• Resubmissions and revisions, <del>first lot</del>	\$432.00
○ <del>Each additional lot within the same subdivision submitted within the same plan set</del>	<del>\$222.00</del>
3. Grading plans for building permits on existing lots that are not within a subdivision currently bonded within the County and parcels with lots of 5 acres or more, per infill lot:	
• 1 <sup>st</sup> Review Cycle	\$1,921.00
• 2 <sup>nd</sup> Review Cycle Percentage of the 1 <sup>st</sup> Review Cycle Fee	55.00%
• Signature Set Review Cycle (Formerly 3 <sup>rd</sup> Submission)	\$0.00

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• Additional review cycles if Signature Set Review Cycle is not approved; per review cycle	\$700.00
• Revisions, per submission	\$712.00
4. Rough grading plan (RGP) and filling parcels:	
• 1 <sup>st</sup> Review Cycle, per division of land or disturbed acre, or fraction thereof, whichever amount is greater	<del>\$903.00</del> , <u>\$1,284.00</u> ,
Not to Exceed	\$16,671.00
• 2 <sup>nd</sup> Review Cycle	
Percentage of the 1 <sup>st</sup> Review Cycle Fee	55.00%
• Signature Set Review Cycle (Formerly 3 <sup>rd</sup> Submission)	\$0.00
• Additional review cycles if Signature Set Review Cycle is not approved; per review cycle	\$900.00
• Revisions, per submission	\$500.00
5. Conservation plan without a grading plan, per submission	<del>\$1,208.40</del> <u>\$1,208.00</u>
<i>(DE) Processing of Studies, Soils Reports and Other Plans:</i>	
1. Studies:	
• Drainage study, per submission (non-floodplain watersheds)	<del>\$1,960.80</del> <u>\$1,961.00</u>
• Floodplain study	
○ Per submission, per linear foot of baseline or fraction thereof	\$2.76
○ Plus, fee per road crossing and per dam,	<del>\$610.80</del> <u>\$611.00</u>
Not to exceed total fee, per submission:	\$11,226.00
• Parking study	
○ Parking tabulation for change in use, per submission	<del>\$980.40</del> <u>\$980.00</u>
○ Parking resignation plan, per submission	<del>\$980.40</del> <u>\$980.00</u>
○ Administrative parking reduction for churches, chapels, temples, synagogues and other such places of worship with child care center, nursery school or private school of general or special education, per submission	<del>\$980.40</del> <u>\$980.00</u>
• Parking reduction based on the sum of the hourly parking demand or the sum of the hourly parking demand in combination with other factors when the required spaces are:	
○ Under 225 spaces	<del>\$2,811.60</del> <u>\$2,812.00</u>
○ 225 to 350 spaces	<del>\$4,882.80</del> <u>\$4,883.00</u>
○ 351 to 599 spaces	\$7,806.00
○ 600 spaces or more	<del>\$16,351.20</del> <u>\$16,351.00</u>

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- Parking reduction based on proximity to a mass transit station, transportation facility, or bus service, or a parking reduction within a Transit Station Area ~~\$2,844.60~~ \$2,812.00
- Parking reduction based on the unique nature of the proposed use(s) ~~\$2,844.60~~ \$2,812.00
- Recycling study: When the plan or study is submitted to the County for the sole purpose of placing recycling containers on a commercial or industrial site, as required by the Fairfax County Business Implementation Recycling Plan, per submission. \$0.00
- Water Quality Fees\*
  - Resource Protection Area (RPA) Boundary Delineations and Resource Management Area (RMA) Boundary Delineations
    - Non-bonded lots: existing lots and acreage, rough grading and filing parcels, and parcels with lots of 5 acres or more not within a subdivision or site plan development currently bonded with the County; and minor site plans; per submission ~~\$418.80~~ \$419.00
    - Bonded lots: lots in conjunction with multiple construction within a subdivision currently bonded with the County, per submission:
      - Projects with 150 linear feet or less of baseline ~~\$418.80~~ \$419.00
      - Projects with greater than 150 linear feet of baseline ~~\$418.80~~ \$419.00
        - Plus, fee per linear foot of baseline or fraction thereof, in excess of 150 linear feet ~~\$0.96~~ \$1.00
- Water Quality Impact Assessments (WQIA)
  - Minor WQIA \$324.00
  - Major WQIA
    - Non-bonded lots: existing lots and acreage, rough grading and filling parcels, and parcels with lots of 5 acres or more not within a subdivision or site plan development currently bonded with the County; and minor site plans; per submission \$432.00
    - Bonded lots: lots in conjunction with multiple construction within a subdivision or site plan currently bonded with the County, per submission ~~\$1,652.40~~ \$1,652.00

\*In the event that an RPA and RMA Boundary Delineation and a WQIA are submitted simultaneously, only one fee shall be required and such fee shall be the higher of the fees required for the individual studies.

2. Soils Reports:

- Commercial and multi-family development, bonded residential lots: lots in conjunction with multiple constructions in a newly bonded subdivision development, site plan or site plan for public improvements only
  - 1<sup>st</sup> submission ~~\$3,422.40~~ \$3,422.00
  - Resubmissions and revisions, per submission \$1,122.00

- Non-bonded residential lots: existing lots and acreage, rough grading and filling parcels, and parcels with lots of 5 acres or more, not within a subdivision or site plan development currently bonded with the County; and minor site plans; per submission
  - 1<sup>st</sup> submission ~~\$2,200.80~~ \$2,201.00
  - ~~Not to Exceed~~ \$4,386.00
  - Resubmissions and revisions, per submission \$1,122.00

3. Other Plans:

- As-built plans
  - Sanitary Sewer, per submission ~~\$634.80~~ \$635.00
  - Site and subdivision, per submission \$432.00
- Debris landfill design plan
  - Base fee, per submission \$1,344.00
  - Plus, per acres ~~\$88.80~~ \$89.00
- Debris landfill permit, semi-annual, each permit ~~\$2,935.20~~ \$2,935.00
- Environmental Site Assessment:
  - 1<sup>st</sup> submission ~~\$3,181.20~~ \$3,181.00
  - Resubmissions and revisions, per submission \$1,122.00
- Photometric or Sports Illumination Plan, fee per submission when such plan is not submitted as part of a required site plan submission \$882.00
- ~~Tree removal permit, each permit~~ ~~\$222.00~~

~~(E)~~ *Miscellaneous fees:*

- Lot Validation Application \$444.00
- Landscape Deferral Application \$108.00

**Amend Part II (Site Development Fees), Section C (Site Inspection Fees), where insertions are underlined and deletions are struck, to read as follows:**

**C. SITE INSPECTION FEES**

Unless otherwise noted, the following fees shall be paid at the time of bonding, or prior to issuance of a construction permit for land disturbing activity, whichever occurs first. The Fire Prevention inspection fees are listed in Part D.

- (A) ~~Base Fee Per disturbed acre per agreement month,~~ ~~\$46.26~~
- ~~with a minimum of~~ ~~\$1,608.00~~
  - ~~with a maximum of~~ ~~\$28,950.00~~

~~(B) Fees in Addition to the Base Fee:~~

1. Public Utility Fees:

• Storm drainage	
○ Base fee for the first 100 linear feet	\$1,862.40
○ For each additional linear foot or fraction thereof	\$4.02
• Stormwater management ponds	
○ Embankment less than or equal to 6 feet high	\$1,856.40
○ Embankment greater than 6 feet high	\$3,699.60
• Dedicated streets	
○ For the first 350 square yards	\$2,601.60
○ For each additional square yard or fraction thereof	\$3.04
• Private Streets	
○ For the first 350 square yards	\$2,110.80
○ For each additional square yard or fraction thereof	\$2.46
• Other paved areas, per square yard or fraction thereof	\$1.92
○ Driveway entrances, for each entrance	\$194.40
○ Pedestrian walkways/trails	
* For the first 50 square yards	\$446.40
* For each additional square yard or fraction thereof	\$4.00
• Sanitary sewer systems	
○ Base fee for the first 100 linear feet of main	\$2,594.40
○ For each additional linear foot or fraction thereof	\$8.40

(A) Base Fee for Projects with Bonded Improvements including agreement only plans:

Fee is based on a percentage of the bonded amount

• Major Site Plans	4.0%
○ With a minimum of	\$7,500
○ With a maximum of	\$230,000
• Subdivision Plans	3.0%
○ With a minimum of	\$20,000
○ With a maximum of	\$150,000
• Public Improvement Plans	4.0%
○ With a minimum of	\$5,500
○ With a maximum of	\$35,000

2. Other Bonded and Proffered Work: Fee is based on a percentage of the bonded amount

• Cast in place culverts	
○ Percentage of bonded amount up to \$50,000	17.90%
* Plus, percentage of the bonded amount greater than \$50,000 but less than or equal to \$200,000	8.80%
* Plus, percentage of bonded amount greater than \$200,000	3.70%
○ All other work	
* Percentage of bonded amount up to \$50,000	17.90%
* Plus, percentage of bonded amount greater than \$50,000	3.70%

(B)3. Inspection Fee for Agreement Extensions: per disturbed acre\*, per agreement month.

A one-time fifty percent reduction of the extension inspection fee may be permitted ~~\$46.26~~ 75% of the base inspection fee for the now-expired bond agreement period divided by the number of months in the preceding bond agreement period, then multiplied by the number of months in the extension. A one-time fifty-percent reduction of the extension inspection fee may be permitted.

(C)4. Inspection following a stop work order: each, payable at next bonding action ~~\$740.40~~ \$740.00

(D)5. Inspection following a violation: each inspection, payable at next bonding action ~~\$369.60~~ \$370.00

**Amend Part II (Site Development Fees), Section F (Waiver, Exception, Modification and Exemption Fees), to replace the reference to Chapter 112 with Chapter 112.1. in all locations.**

**Amend Part II (Site Development Fees), Section F (Waiver, Exception, Modification and Exemption Fees), to add note 7 under the heading General Applications - County Ordinance, to read as follows:**

7. A single fee shall be paid when a combined WQIA and PFM Modification of RPA planting density requirements are submitted simultaneously, WQIA Fee  
in the amount of \_\_\_\_\_

Changes to Current Fees				
Building Trade Permit Fee Changes				
Item	Current Fee	Proposed Fee	Average \$/% Change	Projected Revenue Impact
HVAC/Mechanical Permits	2.4% of Contract Value for Total Install	1.0% of Contract Value for Total Install	-\$2,500.00	-\$425,000.00
	2.4% of Contract Value for Piping	\$108.00	-99%	-\$150,000.00
	2.4% of Contract Value for Ductwork	\$108.00	-99%	-\$75,000.00
	Calculated Fee Based on Size of Equipment	Calculated Fee Based on # of Pieces of Equipment	Varies	-\$6,000.00
Plumbing Permits	Calculated Fee Based on Size of Equipment	1.0% of Contract Value for Total Install	\$750.00	\$225,000.00
		Calculated Fee Based on # of Pieces of Equipment	Varies	-\$4,000.00
Electrical Permits	Calculated Fee Based on Size of Equipment	1.0% of Contract Value for Total Install	\$1,200.00	\$375,000.00
		Calculated Fee Based on # of Pieces of Equipment	Varies	-\$4,000.00
Elevator Fee Changes				
Elevator Floor Fee	\$47 per Floor Assessed on Highest Elevator in Bank	\$15 per Floor Assessed on Each Elevator	\$7.20/ 92%	\$25,000.00
Elevator Five-Year Testing Fee	\$1,925.00	\$1,750.00	-\$175.00	-\$245,000.00
Site-Related Plan Review Fee Changes				
Item	Current Fee	Proposed Fee	Average \$/% Change	Projected Revenue Impact
Major Site Plan Review Fee	\$9,806.00	\$10,187.00	\$381.00/ 4%	\$30,672.00
Subdivision Plan Review Fee	\$6,955.00	\$7,336.00	\$381.00/ 5%	\$8,520.00
Public Improvement Only Plan Review Fee	\$3,843.00	\$4,224.00	\$381.00/ 10%	\$11,360.00
Minor Site Plan Review Fee	\$3,901.00	\$4,282.00	\$381.00/ 10%	\$36,920.00
Rough Grading Plan Review Fee	\$903.00	\$1,284.00	\$381.00/ 42%	\$19,050.00
Site Inspection Fee Changes				
Item	Current Fee	Proposed Fee	Average \$/% Change	Projected Revenue Impact
Major Site Plan Inspection Fee	\$46.26 per disturbed acre per month Calculated Fee for Storm Drainage Calculated Fee for Stormwater Management Ponds Calculated Fee for Dedicated Streets Calculated Fee for Private Streets Calculated Fee for Other Paved Areas Calculated Fee for Sanitary Sewer Systems	4% of Bond Amount	-\$3,400/ 9%	-\$136,000.00
Subdivision Inspection Fee	\$46.26 per disturbed acre per month Calculated Fee for Storm Drainage Calculated Fee for Stormwater Management Ponds Calculated Fee for Dedicated Streets Calculated Fee for Private Streets Calculated Fee for Other Paved Areas Calculated Fee for Sanitary Sewer Systems	3% of Bond Amount	\$1,165/ 2%	\$5,825.00
Public Improvement Inspection Fee	\$46.26 per disturbed acre per month Calculated Fee for Storm Drainage Calculated Fee for Stormwater Management Ponds Calculated Fee for Dedicated Streets Calculated Fee for Private Streets Calculated Fee for Other Paved Areas Calculated Fee for Sanitary Sewer Systems	4% of Bond Amount	-\$3,000/ 14%	-\$45,000.00

Proposed New Fees				
Building Masterfile Review Fee				
Item	Current Fee	Proposed Fee	Average \$/% Change	Projected Revenue Impact
Master File Review Fee	\$0.00	\$216.00	\$216.00/100%	\$22,680
Site-Related Plan Review Fee Changes				
Item	Current Fee	Proposed Fee	Average \$/% Change	Projected Revenue Impact
Gateway Plan Review Fee for Major and Minor Site Plan Types	\$0.00	\$500.00	\$500.00/ 100%	\$112,500.00
Minimum Submission Review Fee	\$0.00	\$108.00	\$108.00/ 100%	\$75,000.00

ADMINISTRATIVE - 4

Authorization for the Department of Neighborhood and Community Services to Apply for and Accept Grant Funding from the Metropolitan Washington Council of Governments, Enhanced Mobility of Seniors and Individuals with Disabilities Program, in Support of the Purchase of Wheelchair Lift-Equipped Vehicles

ISSUE:

Board of Supervisors authorization is requested for the Department of Neighborhood and Community Services (NCS) to apply for and accept grant funding, if received, from the Metropolitan Washington Council of Governments (MWCOG), Enhanced Mobility of Seniors and Individuals with Disabilities Program in the amount of \$324,653, including \$64,930 in Local Cash Match. Funding will support the purchase of five wheelchair lift-equipped vehicles to replace high-mileage vehicles currently owned by the County. This two-year grant's objective is to enhance transportation options by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services. The required 20 percent Local Cash Match is available in Fund 60010, Department of Vehicle Services, FASTRAN Replacement Reserve. No new County funding will be necessary. There are no new grant positions associated with this award. 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, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Department of Neighborhood and Community Services to apply for and accept grant funding, if received, from the Metropolitan Washington Council of Governments. Funding in the amount of \$324,653, including \$64,930 in Local Cash Match, will support the purchase of five wheelchair lift-equipped vehicles to replace high-mileage vehicles currently owned by the County. The required 20 percent Local Cash Match is available in Fund 60010, Department of Vehicle Services, FASTRAN Replacement Reserve. No new County funding will be necessary. There are no new grant positions associated with the award. 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,

Board Agenda Item  
October 5, 2021

including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board action is requested on October 5, 2021. Due to the grant application deadline of September 1, 2021, 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:

The County has the opportunity to apply for Section 5310 Enhanced Mobility Program (MAP-21) funds, through the Metropolitan Washington Council of Governments, to purchase five wheelchair lift-equipped vehicles to replace existing high-mileage County vehicles. These vehicles will be used to provide an estimated 393,000 annual rides for senior citizens and individuals with disabilities. Since 1994, the County has purchased 50 replacement vehicles through this grant program.

The current Human Services Transportation authorized bus fleet totals 69 buses. The expected operating life for these vehicles is ten years and 110,000 miles. Factoring in the life cycle and high mileage into the replacement planning efforts, Human Services Transportation anticipates the need to replace seven to eight buses each year. The factors utilized to determine the need to replace buses include age, mileage, and historical maintenance records.

Funding for the replacement of the FASTRAN buses is contained in Fund 60010, Department of Vehicle Services, FASTRAN Replacement Reserve. NCS, through the General Fund, contributes to Fund 60010 on an annual basis to maintain the ability to purchase replacement buses as needed. The Enhanced Mobility Program (MAP-21) grant from the Metropolitan Washington Council of Governments provides NCS with the opportunity to purchase five buses at a significantly reduced net cost to the County. The award of this grant will allow the replacement fund to save an estimated \$259,723. Previous year grant awards have resulted in similar savings to the County and have allowed NCS to keep its annual contributions to the replacement fund at a manageable level.

FISCAL IMPACT:

Grant funding in the amount of \$324,653, including \$64,930 in Local Cash Match, is being requested from the MWCOG Enhanced Mobility of Seniors and Individuals with Disabilities Program to support the purchase of five wheelchair lift-equipped vehicles to replace high-mileage vehicles currently owned by the County. The required 20 percent

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Local Cash Match is available in Fund 60010, Department of Vehicle Services, FASTRAN Replacement Reserve. No new County funding will be necessary. If awarded, this action does not increase the expenditure level of the Federal-State Grant Fund, as MWCOCG will use the funding to purchase the buses on the County's behalf. Ownership of the buses will be transferred to the County within an estimated six months from the date of delivery, at which time the County will record the buses as donated assets. This grant does allow the recovery of indirect costs; however, because this funding opportunity is highly competitive, the Department of Neighborhood and Community Services has elected to omit inclusion of indirect costs to maximize the proposal's competitive position.

CREATION OF NEW POSITIONS:

No new grant positions are associated with this award.

ENCLOSED DOCUMENTS:

Attachment 1: Summary of Grant Application

STAFF:

Christopher Leonard, Deputy County Executive

Lloyd Tucker, Director, Department of Neighborhood and Community Services (NCS)

Keisha Dotson, Access Division Director, NCS

Glenn Padeway, Human Services Transportation Manager, NCS

### Summary of Grant Proposal

<b>Grant Title:</b>	Enhanced Mobility of Seniors and Individuals with Disabilities Program
<b>Funding Agency:</b>	Metropolitan Washington Council of Governments
<b>Applicant:</b>	Department of Neighborhood and Community Services (NCS)
<b>Partners:</b>	Department of Family Services, Area Agency on Aging, Health Department, Fairfax-Falls Church Community Services Board
<b>Funding Amount:</b>	Funding in the amount of \$324,653, including \$64,930 in Local Cash Match. The required 20 percent Local Cash Match will be met through \$64,930 from the FASTRAN Vehicle Replacement Reserve in Fund 600-C60010.
<b>Proposed Use of Funds:</b>	This grant opportunity, created under the MAP-21 Federal Surface Transportation Act, offers limited funding to certain qualifying organizations to enhance mobility for seniors and persons with disabilities by providing matching grants for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services. Funding will assist in purchasing five new wheelchair equipped buses.
<b>Target Population:</b>	Seniors and individuals with disabilities.
<b>Performance Measures:</b>	The purchasing of five new buses does not have a set of independent performance measures; however, the utilization of these buses is part of NCS's Human Services Transportation performance measures.
<b>Grant Period:</b>	NCS anticipates that the award will be issued in January 2022, with two years to procure the vehicles, although vehicles are normally delivered within 12 months.

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ADMINISTRATIVE - 5

Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon a Portion of Thomas Grant Drive / Route 8425 (Lee District)

ISSUE:

Authorization of a public hearing on a proposal to vacate and abandon a portion of Thomas Grant Drive / Route 8425.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing to consider the vacation and abandonment of the subject right-of-way.

TIMING:

The Board should take action on October 5, 2021, to provide sufficient time to advertise the public hearing for November 9, 2021, at 4:30 p.m.

BACKGROUND:

The applicant, Walsh Colucci Lubeley & Walsh PC, on behalf of Beazer Homes, LLC, is requesting that a portion of Thomas Grant Drive / Route 8425 be vacated under §15.2-2272(2) of the Virginia Code and abandoned under Virginia Code §33.2-909. The applicant is seeking this request in accordance with the approved Rezoning Plan RZ 2014-LE-008 and approved Site Plan 25754-SP-001 for the Long Branch project located on Tax Map 90-4 ((1))-0017.

The Long Branch project extended Thomas Grant Drive approximately 750 feet to the northwest through the former cul-de-sac and created a new cul-de-sac at the terminus. This vacation and abandonment request is for the 'ears' of the former cul-de-sac. The 'ears' of the former cul-de-sac are now surplus and no longer needed for turn-around purposes. The pavement in the vacation and abandonment area has been removed and the area has been restabilized. The curb and gutter have been relocated for the new Thomas Grant Drive extended road. The subject vacation and abandonment area would be become part of the adjacent Island Creek Homeowners Association property.

Traffic Circulation and Access

The vacation and abandonment will have no long-term impact on pedestrian, transit, or vehicle circulation and access.

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Easements

The project manager has certified that all easement requirements for the project have been met.

The proposal to vacate and abandon this right-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Development, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas, and Verizon. None of these indicate any opposition to the proposal.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Application Letter of Request  
Attachment II: Notice of Intent to Abandon & Vacate  
Attachment III: Order of Abandonment  
Attachment IV: Ordinance of Vacation  
Attachment V: Metes and Bounds Description  
Attachment VI: Vacation and Abandonment Plat  
Attachment VII: Vicinity Map

STAFF:

Rachel Flynn, Deputy County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Jeff Hermann, Chief, FCDOT-Site Analysis & Transportation Planning Division  
Greg Fuller, Chief, FCDOT-Site Analysis Section (SAS)  
Michelle Guthrie, FCDOT-SAS  
Jeffrey Edmondson, FCDOT-SAS  
Gavin Derleth, FCDOT-SAS

ASSIGNED COUNSEL:

Pamela K. Peltó, Assistant County Attorney



**WALSH COLUCCI  
LUBELEY & WALSH PC**

H. Mark Goetzman  
Phone: 703.528.4700 x5452  
Fax: 703.528.6050  
mgoetzman@thelandlawyers.com

Revised

August 13, 2021

BY COURIER AND ELECTRONIC MAIL

Gavin Derleth, Michelle Guthrie and Jeffrey Edmondson  
Fairfax County Department of Transportation  
4050 Legato Rd, Ste 400  
Fairfax, VA 22033-2895

Re: Request for Proposed Vacation and Abandonment of Portions of  
Thomas Grant Drive (Route 8425), Lee District, Fairfax County, Virginia

Dear Gavin, Michelle and Jeffrey:

This letter constitutes a request and statement of justification to vacate and abandon portions of Thomas Grant Drive, Route 8425, Fairfax County, Virginia, originally filed on June 4, 2021. This revised letter and our revised exhibits seek to address the comments contained in the Fairfax County Department of Transportation Letter dated August 2, 2021, as well as subsequent discussions. The two portions of Thomas Grant Drive to be vacated and abandoned are located in the Lee Magisterial District (hereinafter referred to as the "**Vacation and Abandonment Area #1**" and "**Vacation and Abandonment Area #2**"; collectively, the "**Vacation and Abandonment Areas**"). This request is made on behalf of Beazer Homes, LLC, a Delaware limited liability company, developer of the Long Branch project, Enclave at Long Branch Subdivision, located on former Tax Map parcel # 90-4 ((1)) 0017. Island Creek Homeowners Association, Inc., a Virginia non-stock corporation (the "**HOA**"), is the owner of Tax Map Parcel #'s 0904-1101-A1 and 0904-1101-B (together, the "**HOA Parcels**"), which are located adjacent to the Vacation and Abandonment Areas.

The Vacation and Abandonment Areas to be vacated and abandoned is shown on the plat entitled "Plat Showing Vacation and Abandonment of Portions of Thomas Grant Drive Virginia State Route 8425 Lee District Fairfax County, Virginia" prepared by Urban, Ltd., dated April 12, 2021.

To offer some background, the Vacation and Abandonment Areas were dedicated for public street purposes, by virtue of that certain Deed of Subdivision, Dedication, Easement, Conveyance and Release recorded in Deed Book 8805 at Page 1130, among the land records of Fairfax County, Virginia. The proposed vacation and abandonment of the "ears" of the former cul-de-sac is being processed in accordance with the approved Rezoning Plan No. RZ-2014-LE-008 and the approved Site Plan No. 25754-SP-001 for the Long Branch project located on former Tax Map parcel 90-4 ((1)) 0017. The aforementioned Plans extended Thomas Grant Court, and a new cul-de-sac was constructed approximately 750 feet northwest of the former cul-de-sac. As the former cul-de-sac was no longer required for turn-around purposes, the pavement and curb have been removed and the area restabilized. The Vacation and Abandonment Areas, or the "ears," are surplus. The Vacation and Abandonment Areas would go to the HOA Parcels adjacent to the Vacation and Abandonment Areas.

**ATTORNEYS AT LAW**

703 528 4700 ■ WWW.THELANDLAWYERS.COM  
2200 CLARENDON BLVD. ■ SUITE 1300 ■ ARLINGTON, VA 22201-3359

**LOUDOUN** 703 737 3633 ■ **WOODBRIIDGE** 703 680 4664

{A0990518.DOC / 1 Justification Letter (CL) 002733 000278}

The vacation and abandonment of the Vacation and Abandonment Areas is requested pursuant to Virginia Code Sections 15.2-2272 and 33.2-909.

The total area to be vacated and abandoned is 3,678 square feet.

I request your final review of this application as soon as possible. If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

WALSH, COLUCCI, LUBELEY & WALSH, P.C.

  
H. Mark Goetzman

cc: Alysia Yi  
Brendon Cox  
Ryan Fisher  
Keith Northup  
Chris Myers  
Brandon Riggs  
Kevin O'Connor

**NOTICE OF INTENT TO  
ADOPT AN ORDINANCE VACATING AND AN ORDER ABANDONING  
A PART OF A PLAT ON WHICH IS SHOWN**

(Thomas Grant Drive – State Route 8425)

Lee District,  
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on November 9, 2021, at 4:30 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, pursuant to Virginia Code Ann. § 15.2-2204, vacating and abandoning a part of the plat, recorded in Deed Book 8805, at Page 1130, on which is shown Thomas Grant Drive – State Route 8425. The road is located adjacent to Tax Map 090-4-11-01-A1 and 090-4-11-01-B and is described and shown on the metes and bounds schedule dated May 28, 2021, and on the plat dated April 12, 2021, each prepared by Urban, Ltd., both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

All persons wishing to speak on this subject may call the Office of the Clerk to the Board, (703) 324-3151, to be placed on the Speaker's List, or may appear and be heard.

LEE DISTRICT.

§ 15.2-2272 and § 33.2-909

ORDER OF ABANDONMENT OF  
PORTION OF EXISTING THOMAS GRANT DRIVE

LEE DISTRICT,  
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 9th day of November, 2021, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code §33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for continuance of this portion of the road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

WHEREFORE, BE IT ORDERED:

That the portion of existing Thomas Grant Drive (Route 8425) comprising a total area of 3,678 square feet, located adjacent to Tax Map 090-4-11-01-A1 and 090-4-11-01-B, described on the metes and bounds schedule dated May 28, 2021, and on the plat dated April 12, 2021, each prepared by Urban, Ltd., attached hereto and incorporated herein, be and the same are hereby abandoned as a public road pursuant to Virginia Code §33.2-909.

This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowner(s).

A Copy Teste:

\_\_\_\_\_  
By: Jill G. Cooper  
Clerk for the Board

§33.2-909

ADOPTION OF AN ORDINANCE VACATING  
A PART OF A PLAT ON WHICH IS SHOWN

(Thomas Grant Drive – Route 8425)

Lee District,  
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax County, Virginia, on November 9, 2021, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat Showing Street Dedication of Thomas Grant Drive, recorded in Deed Book 8805 at Page 1130, on which is shown Thomas Grant Drive, comprising a total area of 3,678 square feet, located adjacent to Tax Map 090-4-11-01-A1 and 090-4-11-01-B, and described and shown on the metes and bounds schedule dated May 28, 2021, and on the plat dated April 12, 2021, each prepared by Urban, Ltd., and attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. §15.2-2272.

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

Jill G. Cooper  
Clerk for the Board of  
Supervisors

§15.2-2272



May 28, 2021

**Description of Portions Of  
Thomas Grant Drive  
Virginia State Route 8425  
Deed Book 8805 at Page 1130  
Fairfax County, Virginia**

**AREA #1**

Commencing at a point on the northeasterly corner of the land of Island Creek Homeowners Association, Inc. (Fairfax County Tax Map Number 090-4-11-01-B), as recorded in Deed Book 8805 at Page 1130 among the land records of Fairfax County, Virginia; Said point also being on the westerly right-of-way line of Thomas Grant Drive, Virginia State Route 8425, an existing 52-foot wide right-of-way, as recorded in Deed Book 8805 at Page 1130 among the land records of Fairfax County, Virginia; Thence running with the westerly right-of-way line of said Thomas Grant Drive South 40°48'10" West a distance of 24.86 feet to a point; Said point being the true point of beginning for the area of land herein described; Thence running through the right-of-way of said Thomas Grant Drive;

83.34 feet along the arc of a compound curve to the right having a radius of 1061.28 feet and subtended by a chord bearing South 31°22'38" East a distance of 83.32 feet to a point;

10.69 feet along the arc of a compound curve to the right having a radius of 49.63 feet and subtended by a chord bearing South 28°50'23" East a distance of 10.67 feet to a point on the westerly right-of-way line of said Thomas Grant Drive; Thence running with the westerly right-of-way line of said Thomas Grant Drive;

20.38 feet along the arc of a reverse curve to the left having a radius of 25.00 feet and subtended by a chord bearing North 46°42'33" West a distance of 19.82 feet to a point;

82.64 feet along the arc of a curve to the right having a radius of 55.00 feet and subtended by a chord bearing North 27°00'51" West a distance of 75.08 feet to the true point of beginning and containing an area of 1,054 square feet or 0.02420 acres, more or less.

**AREA #2**

Commencing at a point on the northwesterly corner of the land of Island Creek Homeowners Association, Inc. (Fairfax County Tax Map Number 090-4-11-01-A1), as recorded in Deed Book 8805 at Page 1130 among the land records of Fairfax County,



Virginia; Said point also being on the easterly right-of-way line of Thomas Grant Drive, Virginia State Route 8425, an existing 52-foot wide right-of-way, as recorded in Deed Book 8805 at Page 1130 among the land records of Fairfax County, Virginia; Thence running with the westerly right-of-way line of said Thomas Grant Drive South  $40^{\circ}48'10''$  East a distance of 16.66 feet to a point; Said point being the true point of beginning for the area of land herein described; Thence running with the easterly right-of-way line of said Thomas Grant Drive;

123.21 feet along the arc of a reverse curve to the right having a radius of 55.00 feet and subtended by a chord bearing South  $33^{\circ}40'53''$  East a distance of 99.02 feet to a point;

23.91 feet along the arc of a reverse curve to the left having a radius of 25.00 feet and subtended by a chord bearing South  $03^{\circ}05'51''$  West a distance of 23.01 feet to a point; Thence departing the easterly right-of-way line of said Thomas Grant Drive and running through the right-of-way of said Thomas Grant Drive;

17.23 feet along the arc of a curve to the right having a radius of 108.14 feet and subtended by a chord bearing North  $22^{\circ}21'04''$  West a distance of 17.21 feet to a point;

101.22 feet along the arc of a reverse curve to the left having a radius of 624.93 feet and subtended by a chord bearing North  $27^{\circ}46'49''$  West a distance of 101.11 feet to the true point of beginning and containing an area of 2,624 square feet or 0.06025 acres, more or less.

NOTES

1. THE SUBJECT PROPERTY SHOWN HEREON IS LOCATED ON FAIRFAX TAX ASSESSMENT MAP 090-4.
2. BOUNDARY INFORMATION SHOWN HEREON IS DERIVED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT A CURRENT LAND BOUNDARY SURVEY.
3. ANY FUTURE EASEMENT OR AUTHORIZATION FOR ELECTRIC, CABLE, TELEPHONE OR GAS SERVICES TO BE FURNISHED TO THE PROPERTY MUST COMPLY WITH THE PROVISIONS OF §15.2-2241(6) OF THE VIRGINIA CODE.
4. ALL PREVIOUSLY RECORDED RIGHT-OF-WAY, EASEMENTS OR OTHER INTEREST OF THE COUNTY REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SHOWN ON THIS PLAT.

AREA TABULATION

AREA #1	1,054 S.F. OR 0.02420 ACRES
AREA #2	2,624 S.F. OR 0.06025 ACRES
TOTAL AREA OF VACATION	3,678 S.F. OR 0.08445 ACRES

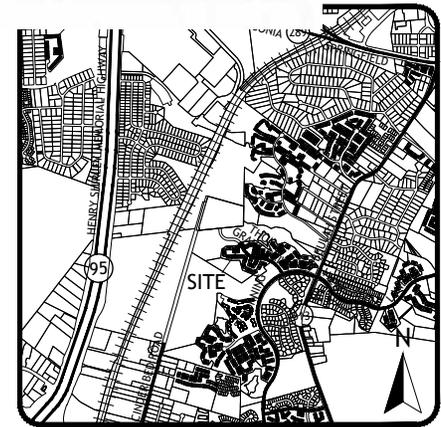
SURVEYOR'S CERTIFICATE

I, KEVIN P. O'CONNOR, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PROPERTY IS IN THE NAME OF BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, AS RECORDED IN DEED BOOK 8805 AT PAGE 1130, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

GIVEN UNDER MY HAND AND SEAL THIS 11TH DAY OF AUGUST, 2021.

  
 KEVIN P. O'CONNOR LS #1967

8/11/2021  
 DATE



VICINITY MAP

1" = 2000'

WETLANDS CERTIFICATE

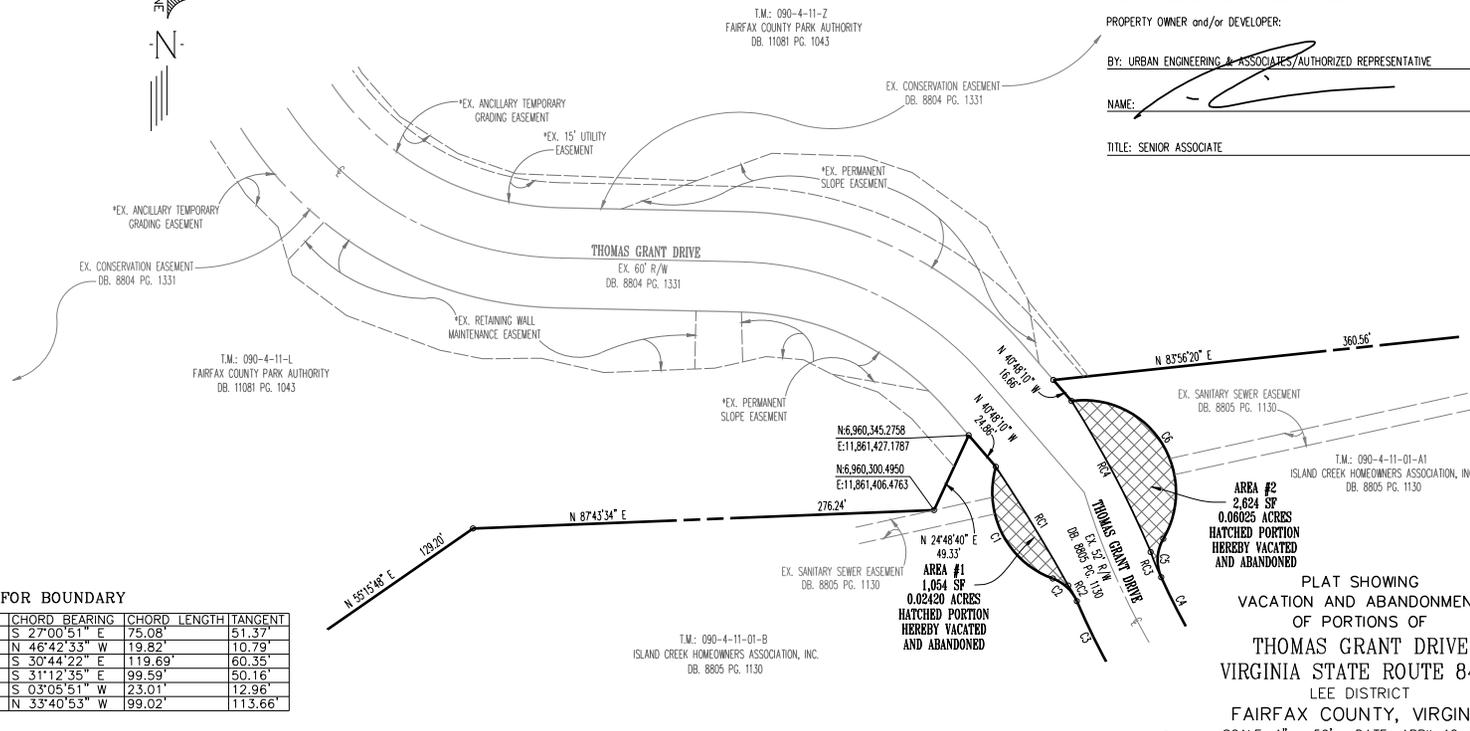
I HEREBY CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES.

PROPERTY OWNER and/or DEVELOPER:

BY: URBAN ENGINEERING & ASSOCIATES/AUTHORIZED REPRESENTATIVE

NAME: 

TITLE: SENIOR ASSOCIATE



CURVE TABLE FOR BOUNDARY

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	55.00'	82.64'	86°05'14"	S 27°00'51" E	75.08'	51.37'
C2	25.00'	20.38'	46°41'49"	N 46°42'33" W	19.82'	10.79'
C3	466.00'	120.02'	14°45'26"	S 30°44'22" E	119.69'	60.35'
C4	414.00'	99.84'	13°49'00"	S 31°12'35" E	99.59'	50.16'
C5	25.00'	23.91'	54°47'52"	S 03°05'51" W	23.01'	12.96'
C6	55.00'	123.21'	128°21'20"	N 33°40'53" W	99.02'	113.66'

CURVE TABLE FOR RIGHT-OF-WAY ABANDONMENT

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
RC1	1061.28'	83.34'	4°29'57"	S31°22'38"E	83.32'	41.69'
RC2	49.63'	10.69'	12°20'22"	S28°50'23"E	10.67'	5.36'
RC3	108.14'	17.23'	9°07'43"	N22°21'04"W	17.21'	8.63'
RC4	624.93'	101.22'	9°16'47"	N27°46'49"W	101.11'	50.72'

\*RECORDED IN DEED BOOK 25451 PAGE 747



**urban**

Planners • Engineers • Landscape Architects • Land Surveyors

Urban, Ltd.  
 4200 D Technology Court  
 Chantilly, Virginia 20151  
 Tel. 703.642.2306  
 www.urban-ld.com

# Thomas Grant Drive Vacation and Abandonment

Lee District

ATTACHMENT VII



**\* Denotes Area to be Vacated and Abandoned**

Tax Map 90-4

Board Agenda Item  
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ADMINISTRATIVE - 6

Authorization to Advertise a Public Hearing on a Proposal to Vacate a Portion of Ivy Lane / Route 1055 (Providence District)

ISSUE:

Authorization of a public hearing on a proposal to vacate a portion of Ivy Lane / Route 1055.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing to consider the vacation of the subject right-of-way.

TIMING:

The Board should take action on October 5, 2021, to provide sufficient time to advertise the public hearing for November 9, 2021, at 4:30 p.m.

BACKGROUND:

The applicant, Walsh, Colucci, Lubeley & Walsh, PC, on behalf of their clients, Jeff Smeraglinolo and Katherine Callaway, is requesting that a portion of Ivy Lane be vacated under §15.2-2272(2) of the Virginia Code. The applicant is seeking this request to allow for the use of the vacated area as open space for their redeveloped home. The vacation area runs along the western side of the applicant's property and an adjacent property identified by Tax Map #047-2-03-0517, owned by J. Troy Swackhammer and Rowshanak Heydarian. The owners of the adjacent property have agreed to forego their right, title, and interest in the vacation area and to quitclaim their entire interest to the applicant.

The subject portion of Ivy Lane, at the southwest side of the intersection of Hill Road, is currently unconstructed. The subject portion of Ivy Lane was dedicated for public street purposes by virtue of that certain Deed of Vacation, Rededication, Correction and Release recorded in Deed Book 746 at Page 460. This unconstructed portion of Ivy Lane does not and would not provide vehicular connection between Hill Road and Ivy Lane.

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Traffic Circulation and Access

The vacation will have no long-term impact on pedestrian, transit, or vehicle circulation and access.

Easements

The project manager has certified that all easement requirements for the project have been met.

The proposal to vacate this right-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Development, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas, and Verizon. None of these indicate any opposition to the proposal.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

- Attachment I: Application Letter
- Attachment II: Notice of Intent to Vacate
- Attachment III: Ordinance of Vacation
- Attachment IV: Metes and Bounds Description
- Attachment V: Vacation Plat
- Attachment VI: Deed of Restrictive Covenant
- Attachment VII: Vicinity Map

Board Agenda Item  
October 5, 2021

STAFF:

Rachel Flynn, Deputy County Executive

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

Jeff Hermann, Chief, FCDOT-Site Analysis & Transportation Planning Division

Greg Fuller, Chief, FCDOT-Site Analysis Section (SAS)

Michelle Guthrie, FCDOT-SAS

Jeffrey Edmondson, FCDOT-SAS

Gavin Derleth, FCDOT-SAS

ASSIGNED COUNSEL:

Pamela K. Pelto, Assistant County Attorney



**WALSH COLUCCI  
LUBELEY & WALSH PC**

H. Mark Goetzman  
Phone: 703.528.4700 x5452  
Fax: 703.528.6050  
mgoetzman@thelandlawyers.com

November 9, 2020

**BY FEDERAL EXPRESS, FOR OVERNIGHT DELIVERY  
AND ELECTRONIC MAIL**

Michelle Guthrie and Jeffrey Edmondson  
Fairfax County Department of Transportation  
4050 Legato Rd, Ste 400  
Fairfax, VA 22033-2895

**Re: Request for Proposed Vacation of a Portion of Ivy Lane, Providence  
District, Fairfax County, Virginia**

Dear Michelle and Jeffrey:

This letter constitutes a request and statement of justification to vacate a portion of Ivy Lane, Fairfax County, Virginia. The portion of Ivy Lane to be vacated is located in the Providence Magisterial District (hereinafter referred to as the "Vacation Area"). This request is made on behalf of Jeffrey Smeraglinolo and Katherine Callaway (the "Applicant"), owners of Tax Map #047-2-03-0518 (the "Property"), which is adjacent to the Vacation Area.

The Vacation Area to be vacated is shown on the enclosed plat entitled "Vacation Plat on a Portion of Ivy Lane" prepared by Remy G. DuCote, Land Surveyor, dated August 17, 2020.

To offer some background, the Vacation Area was dedicated for public street purposes, by virtue of that certain Deed of Vacation, Rededication, Correction and Release recorded in Deed Book 746 at Page 460, among the land records of Fairfax County, Virginia. The Vacation Area consists of an unimproved portion of Ivy Lane that now dead ends at the rear boundary of a residential lot located in a subsequently developed subdivision. The Applicant plans to construct a new home on the Property and desires to use the Vacation Area as open space. The Vacation Area runs along the western side of the Property, between the Property and an adjacent Lot identified by Tax Map #047-2-03-0517, owned by J. Troy Swackhammer and Rowshanak Heydarian (the "Adjacent Property"). The Owners of the Adjacent Property have agreed to give up their right, title and interest in the Vacation Area and to quitclaim their entire interest to the Applicant.

The vacation of the Vacation Area is requested pursuant to Section 15.2-2006 of the Virginia Code. If at all possible, the Applicant requests that this application be handled administratively pursuant to Virginia Code Section 15.2-2272(1), or any other applicable Code section(s). Upon confirmation that an administrative process is acceptable, we will submit a deed of vacation for review and approval of the County Attorney's Office.

The total area to be vacated and abandoned is 18,820 square feet.

**ATTORNEYS AT LAW**

703 528 4700 ■ WWW.THELANDLAWYERS.COM  
2200 CLARENDON BLVD. ■ SUITE 1300 ■ ARLINGTON, VA 22201-3359

LOUDBURN 703 737 3633 ■ WOODBRIDGE 703 680 4664

{A0939776.DOC / 1 Justification Letter 011664 000002}

## ATTACHMENT I

November 9, 2020  
Page 2

To facilitate your review of this matter, we have enclosed the following: (1) full size vacation plat (18 copies), (2) metes and bounds legal description, (3) combined notice of intent to adopt an ordinance of vacation and (4) proposed ordinance of vacation.

I request your review of this application as soon as possible. If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

WALSH, COLUCCI, LUBELEY & WALSH, P.C.

  
H. Mark Goetzman

Enclosures

cc: Jeffrey Smeraglinolo, jsmeragl@gmail.com  
Pamela Pelto, Pamela.Pelto@fairfaxcounty.gov  
Susan L. Truskey, struskey@thelandlawyers.com

NOTICE OF INTENT TO  
ADOPT AN ORDINANCE VACATING  
A PART OF A PLAT ON WHICH IS SHOWN

(Ivy Lane – Route 1055)

Providence District,  
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on November 9, 2021, at 4:30 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, pursuant to Virginia Code Ann. § 15.2-2204, vacating a part of the plat recorded in Deed Book 746, at Page 460, on which is shown Ivy Lane. The unimproved public right-of-way is located adjacent to Tax Map #047-2-03-0518 and Tax Map #047-2-03-0517 and is described and shown on the metes and bounds schedule and on the plat dated July 21, 2021, each prepared by Remy G. DuCote, Land Surveyor, both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

All persons wishing to speak on this subject may call the Office of the Clerk to the Board, (703) 324-3151, to be placed on the Speaker's List, or may appear and be heard.

PROVIDENCE DISTRICT.

§ 15.2-2272(2)

ADOPTION OF AN ORDINANCE VACATING  
A PART OF A PLAT ON WHICH IS SHOWN

(Ivy Lane – Route 1055)

Providence District,  
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax County, Virginia, on November 9, 2021, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat Showing Street Dedication of Ivy Lane, recorded in Deed Book 746 at Page 460, on which is shown Ivy Lane, comprising a total area of 18,820 square feet, located adjacent to Tax Map 047-2-03-0518 and Tax Map 047-2-03-0517, and described and shown on the metes and bounds schedule and on the plat dated July 21, 2021, each prepared by Remy G. DuCote, Land Surveyor, and attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. §15.2-2272(2).

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

Jill G. Cooper  
Clerk for the Board of  
Supervisors

§15.2-2272(2)

METES AND BOUNDS  
 ON A PORTION OF THE RIGHT OF WAY FOR  
**IVY LANE**  
 (UNIMPROVED ROAD)  
 AS SHOWN ON  
 CORRECTION AND RESUBDIVISION OF  
**OAKCREST**  
 DEED BOOK 746 PAGE 460  
 PROVIDENCE DISTRICT  
 FAIRFAX COUNTY, VIRGINIA

Beginning at a common point along the southwesterly right of way line of Hill Road, Route 1053, a 50 foot right of way and the northerly right of way line of Ivy Lane, Route 1055, a 50 foot right of way and also being a point in the southeasterly line of Oakcrest Block 1 Lot 518. Thence with the southwesterly right of way line of Hill Road and thru the right of way of Ivy Lane S 31°14'48" E 102.30 feet to a point being a northeasterly corner of Oakcrest Block 2 Lot 517. Thence departing the right of way of Hill Road and with the southerly right of way line of Ivy Lane, being the common line along the northerly line of Oakcrest Block 2 Lot 517, the following course and distances:

along the arc to the left of a 25 foot radius, 44.26 feet, having a chord bearing and distance of

N 81°57'50" W 38.70 feet to a point,

along the arc to the right of a 825.00 foot radius, 164.65 feet, having a chord bearing and distance of

S 53°02'11" W 164.36 feet to a point,

S 58°45'12" W 175.38 feet to a point along the northeasterly line of Wyant Property Lot 2.

Thence departing the northerly line of Oakcrest Block 2 Lot 517 and with the northeasterly line of Wyant Property Lot 2, the northeasterly line of Wyant Property Lot 3 and the westerly right of way line of Ivy Lane N 30°39'33" W 50.00 feet to a point in the southerly corner of Oakcrest Block 1 Lot 518.

Thence departing the northeasterly line of Wyant Property Lot 3 and with the northerly right of way line of Ivy Lane, being the common line along the southerly line of Oakcrest Block 1 Lot 518, the following course and distances:

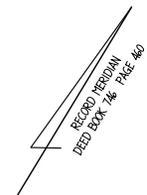
N 58°45'12" E 174.86 feet to a point

along the arc to the left of a 775.00 foot radius, 175.61 feet, having a chord bearing and distance of

N 52°15'42" E 175.24 feet to a point,

along the arc to the left of a 25 foot radius, 33.60 feet, having a chord bearing and distance of

N 07°15'42" E 31.13 feet to the point of beginning and containing 18,820 square feet of land, being the portion of the unimproved road of Ivy Lane, Route 1055, a 50 foot right of way.



TAX MAP 0482-35-0004  
NF  
EDWARD L. MURPHEE, TR.  
AND  
PATSY H. MURPHEE, TR  
DB 1181 PG 948  
WYANT PROPERTY  
LOT 4  
DB 7473 PG 1072

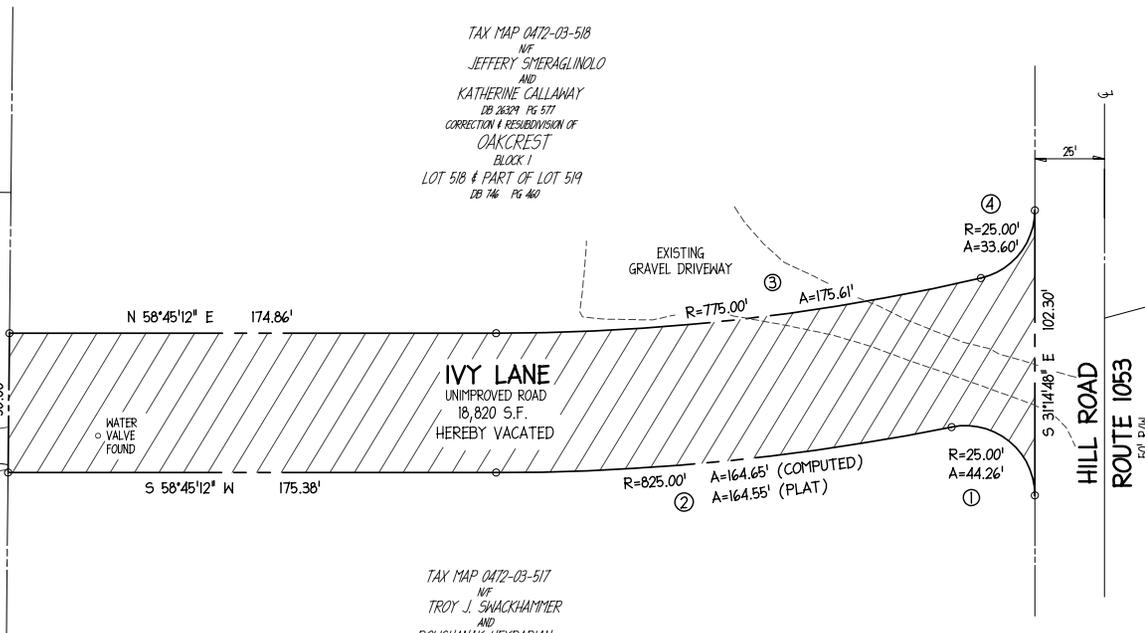
TAX MAP 0472-03-518  
NF  
JEFFERY SMERAGLINOLO  
AND  
KATHERINE CALLAWAY  
DB 26329 PG 577  
CORRECTION & RESUBDIVISION OF  
OAKCREST  
BLOCK 1  
LOT 518 & PART OF LOT 519  
DB 746 PG 460

TAX MAP 0482-35-0003  
NF  
EMILY W. SPIKER  
AND  
DAVID A. SPIKER  
DB 770 PG 1162  
WYANT PROPERTY  
LOT 3  
DB 7473 PG 1072

15' F.C.M.A.  
EASEMENT  
DB 7473 PG 1072

TAX MAP 0482-35-0002  
NF  
PRINCHAD YEN  
SABRINA YEN  
CHRISTINA YEN  
AND  
HENRY YEN  
DB 22873 PG 627  
WYANT PROPERTY  
LOT 2  
DB 7473 PG 1072

TAX MAP 0472-03-517  
NF  
TROY J. SHACKHAMMER  
AND  
ROWSHANAK HEYDARIAN  
DB 1734 PG 113  
CORRECTION & RESUBDIVISION OF  
OAKCREST  
BLOCK 2  
LOT 517 & PART OF LOT 516  
DB 746 PG 460



**FINAL PLAT**  
RECOMMENDED FOR APPROVAL  
FAIRFAX COUNTY  
SITE REVIEW BRANCH CHIEF  
DATE \_\_\_\_\_ BY \_\_\_\_\_ AGENT \_\_\_\_\_

**APPROVED**  
FOR  
BOARD OF SUPERVISORS  
FAIRFAX COUNTY, VIRGINIA  
DATE \_\_\_\_\_ BY \_\_\_\_\_ AGENT \_\_\_\_\_

APPROVAL VOID IF PLAT IS NOT  
OFFERED FOR RECORD ON OR  
BEFORE \_\_\_\_\_

CURVE TABLE

No.	RADIUS	ARC	DELTA	TANGENT	CHORD BEARING	DISTANCE
1	25.00'	44.26'	101°26'04"	30.56'	N 81°57'50" W	38.70'
2	825.00'	164.65'	11°26'02"	82.59'	S 53°02'11" W	164.36'
3	775.00'	175.61'	12°59'00"	88.19'	N 52°15'42" E	175.24'
4	25.00'	33.60'	77°01'00"	19.89'	N 07°15'42" E	31.13'

NOTES:

- THIS SURVEY WAS PREPARED WITHOUT A TITLE REPORT. THEREFORE THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD.
- ACCORDING TO FLOOD INSURANCE RATE MAP FOR FAIRFAX COUNTY, VIRGINIA, COMMUNITY No. 51059C 045E, DATED SEPTEMBER 17, 2010, THIS PROPERTY LIES IN ZONE "X", "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"
- THE POSITION OF THE EXISTING IMPROVEMENTS ON THE DESCRIBED PROPERTY HAS BEEN CAREFULLY ESTABLISHED BY A FIELD SURVEY AND UNLESS OTHERWISE SHOWN, THERE ARE NO VISIBLE ENCROACHMENTS.



VACATION PLAT  
ON A PORTION OF  
**IVY LANE**  
AS SHOWN ON  
CORRECTION AND RESUBDIVISION OF  
**OAKCREST**  
DEED BOOK 746 PAGE 460  
PROVIDENCE DISTRICT  
FAIRFAX COUNTY, VIRGINIA  
DATE: JULY 21, 2021 SCALE: 1"= 30'

Remy G. DuCote  
LAND SURVEYOR  
5503 RAINWOOD DRIVE  
FREDERICKSBURG, VIRGINIA 22407  
(540) 841-4900

PREPARED BY:  
Susan L. Truskey, VA Bar #: 82737  
Walsh, Colucci, Lubeley & Walsh, P.C.  
2200 Clarendon Blvd., Suite 1300  
Arlington, Virginia 22201

Tax Map No.: 0472-03-0518

[PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT]

**DEED OF RESTRICTIVE COVENANT**

THIS DEED OF RESTRICTIVE COVENANT (this “Covenant”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and among **JEFFREY SMERAGLILOLO and KATHERINE CALLAWAY** (collectively, the “Owner”), GRANTOR and GRANTEE, and **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic, (the “County”), GRANTEE.

**\*\*\* W I T N E S S E T H \*\*\***

**WHEREAS**, Owner is the owner of that certain property (the “Property”), having acquired said Property by virtue of an ordinance of vacation recorded prior hereto in Deed Book \_\_\_\_\_, at Page \_\_\_\_\_, among the land records of Fairfax County, Virginia (the “Land Records”) and Deed of Gift recorded prior hereto in Deed Book \_\_\_\_\_, at Page \_\_\_\_\_; and

**WHEREAS**, the Owner desires to establish a restrictive covenant on the Property in favor of the County that the Property shall not be used to create an additional buildable lot.

**RESTRICTIVE COVENANT**

NOW THEREFORE, in consideration of the premises and recitals above and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby establish the following restrictive covenant (the “Covenant”) upon the Property in favor of the County:

The Owner, on behalf of themselves, their successors and assigns, does hereby covenant to the County and agree that the Property shall not be used to create an additional buildable lot.

**COVENANTS RUNNING WITH THE LAND**

The parties hereto agree that the agreements and covenants stated in this Covenant is not a covenant personal to the Owner but is a real covenant which shall run with the land and shall be binding upon the owners, all successors in interest, heirs and assigns.

The Owner further covenants that they have the right to establish this covenant and this

covenant is made subject to the covenants, conditions, restrictions, rights of ways, and easements of record.

**FREE CONSENT**

This Covenant is made with the free consent and in accordance with the desire of the undersigned Owner, and in accordance with the statutes of Virginia and the ordinances in force in Fairfax County, Virginia

This Covenant incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to, or change the terms of this Covenant.

This Covenant shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

The Recitals are hereby incorporated into this Covenant.

**[SIGNATURES APPEARS ON THE FOLLOWING PAGES]**

**ATTACHMENT VI**

WITNESS the following signatures and seals:

**OWNER:**

\_\_\_\_\_  
JEFFREY SMERAGLILO

COMMONWEALTH OF VIRGINIA,  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2021, by Jeffrey Smeraglinolo.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_  
Notary Registration Number:

\_\_\_\_\_  
KATHERINE CALLAWAY

COMMONWEALTH OF VIRGINIA,  
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2021, by Katherine Callaway.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_  
Notary Registration Number:

Executed and approved on behalf of the Board of Supervisors of Fairfax County, Virginia, by authority granted by said Board.

APPROVED AS TO FORM: Director, Land Development Service

\_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Project Manager II  
Customer & Technical Support

COMMONWEALTH OF VIRGINIA:

COUNTY OF FAIRFAX: to-wit

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Kenneth R. Williams, Project Manager II, Customer & Technical Support.

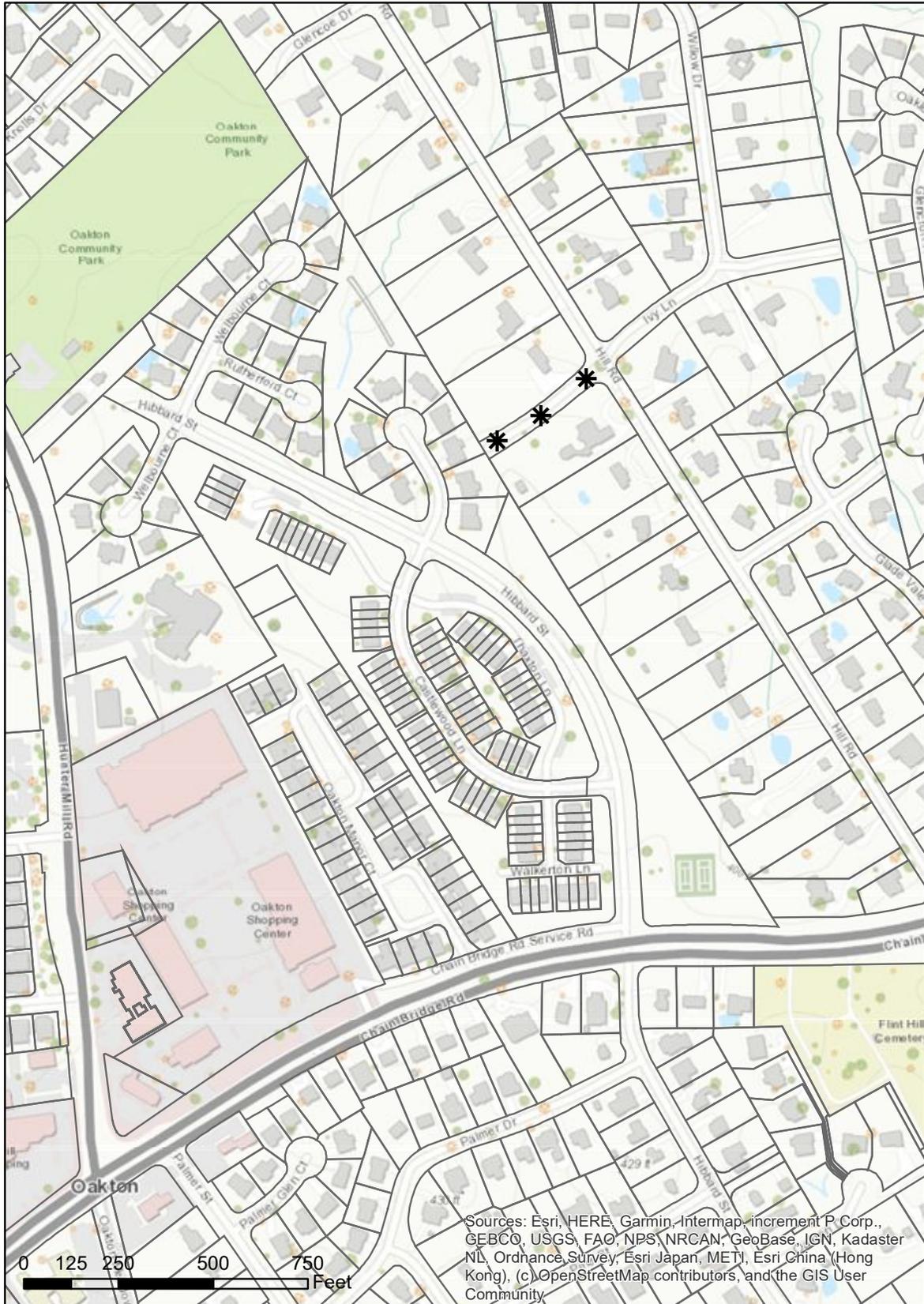
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

# Ivy Lane Vacation

## Providence District



Tax Map 47-2

✱ Denotes Area to be Vacated

Board Agenda Item  
October 5, 2021

ADMINISTRATIVE - 7

Supplemental Appropriation Resolution AS 22098 for the Health Department to Accept Grant Funding from Virginia Department of Health to Enhance Contact Tracing and Laboratory Testing Activities Related to the COVID-19 Pandemic

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 22098 for the Health Department to accept funding from the Virginia Department of Health (VDH) in the amount of \$6,704,767 to enhance contact tracing and laboratory testing activities related to the COVID-19 pandemic. No Local Cash Match is required. Funding is available through July 31, 2022, with a possible one-year renewal pending available funding. When grant funding expires, the County is under no obligation to continue funding the program. Given the timing of the award and the need to begin work quickly, the Memorandum of Understanding (MOU) has been partially executed and has been returned to the state for signature. Therefore, Board approval of the MOU and its execution is also requested.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 22098 to accept funding from the Virginia Department of Health in the amount of \$6,704,767 to enhance contact tracing and laboratory testing activities related to the COVID-19 pandemic. 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 October 5, 2021.

BACKGROUND:

In June 2021, the Virginia Department of Health notified the Health Department of available pass thru funding from the Centers for Disease Control (CDC) for Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Disease. This funding is intended to enhance contact tracing and laboratory testing activities related to COVID-19 currently underway in the County. Funding has specifically been provided for the following:

Board Agenda Item  
October 5, 2021

- Contact Tracing: \$1,368,271  
Funding has been provided to continue the County's contact tracing and case investigation program which includes interviewing individuals who are confirmed or probable COVID-19 patients along with reaching out to individuals who have come in contact with the COVID-19 patient.
- Laboratory Testing: \$5,336,496  
Funding has been provided to enhance laboratory testing and reporting. It will allow the Health Department to have the capacity to quickly meet increases in testing demand as well as enhance data management and analytic capacity.

FISCAL IMPACT:

Funding in the amount of \$6,704,767 from the Virginia Department of Health will be used to enhance contact tracing and laboratory testing activities related to the COVID-19 pandemic. 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 2022. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

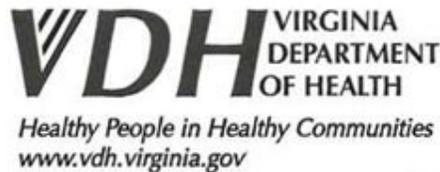
No new positions will be created by this grant.

ENCLOSED DOCUMENTS:

Attachment 1: Memorandum of Understanding from Virginia Department of Health  
Attachment 2: Supplemental Appropriation Resolution AS 22098

STAFF:

Christopher A. Leonard, 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 EPIDEMIOLOGY (OEPI)  
DIVISION OF SURVEILLANCE AND INVESTIGATION  
109 GOVERNOR STREET  
RICHMOND, VIRGINIA 23219

**SUBRECIPIENT AGREEMENT**

SUBRECIPIENT Number: FRXED610-GY21

- I. **PARTIES TO THE AGREEMENT:** This Subrecipient Agreement is entered into by Fairfax County, acting through the Fairfax Health District, 10777 Main Street, Suite # 203, Fairfax, Virginia 22030, hereinafter called the "Subrecipient" and Commonwealth of Virginia through the Department of Health, Office of Epidemiology, Division of Surveillance and Investigation, whose business address is 109 Governor Street, Richmond, Virginia 23219 hereinafter called the "Department."

**WHEREAS,** the Department desires to enter into an Agreement with the Subrecipient to provide enhancement of COVID-19 epidemiologic services and;

**WHEREAS,** the Subrecipient desires to perform such services;

**THEREFORE,** in consideration of their respective undertakings, the Department and the Subrecipient hereby execute this covenant and agree to the following terms.

- II. **PERIOD OF PERFORMANCE:** From execution date of VDH signature on last page through July 31, 2022 with 1 one-year renewal period, pending available funding, under the terms of the current agreement, and at a reasonable time (approximately 90 days) prior to the expiration.
- III. **PURPOSE:** The Subrecipient is partnering with the Department to provide enhancement of COVID-19 epidemiologic services and support for COVID-19 activities out lined in the Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Grant related to the "ELC Enhancing Detection Expansion" supplemental funding. The purpose of this funding is to support necessary expenses to implement and oversee expanded testing capacity for COVID-19/SARS-CoV-2.

- IV. **SCOPE OF SERVICES:**

A. Subrecipient to provide enhancement of COVID-19 epidemiologic services. **Funding provided for first 19 month period for the COVID-18 epidemiologic services is \$1,368,270.29. Funding is provided to cover contractual positions only.** The district will have the flexibility to decide which positions they have the greatest need for in terms of hiring and can utilize the provided funding to best suit their needs. Funding is being provided for the following positions:

**ADDITIONAL CONTRACTUAL POSITIONS DESCRIPTIONS:**

1. District HAI Epidemiologist - The COVID-19 HAI Epidemiologist will provide local health department epidemiologic coverage for healthcare associated facilities, including long term care facilities, hospitals, outpatient settings and dialysis settings. This position will receive consultation from the Regional Infection Preventionist and the Central Office HAI Program. Funding for this position is covered from January 14, 2021 through July 2023.
2. District COVID-19 Mitigation Specialist - Mitigation Specialist will lead coordination, communication, and education efforts for setting-specific (i.e., School, Industry, Congregate Care) needs in the assigned district. Funding for this position is covered from January 14, 2021 through July 2023.
3. District COVID-19 Public Health Investigator – Public Health Investigator will lead investigative and analytical epidemiologic activities for setting-specific (i.e., School, Industry, Congregate Care) needs in the assigned district. Funding for this position is covered from January 14, 2021 through July 2023.
4. District COVID-19 Containment Operations Manager - The Containment Operations Program Manager will provide supervision and oversight for containment-related staff in the assigned district. This position will manage the administrative and operational activities to ensure successful local CI/CT containment activities. Funding for this position is covered from January 14, 2021 through July 2023.
5. District COVID-19 PHN Testing Navigator - The PHN Testing Navigator will assist local health department community members, especially those with access and functional needs to access testing (at-home testing, Community Testing Events, as well as public/private partnership resources). The PHN Testing Navigator will work with containment and mitigation teams to facilitate testing of community members. Will foster community partnerships to increase testing availability within the district. Works under the guidance of the PHN Sr Regional Testing Consultant. Funding for this position is covered from January 14, 2021 through June 2022.
6. District IT Support Specialist - The COVID-19 District IT Specialist will provide IT coverage for all local health department staff assisting with the COVID-19 response. Assistance will be provided by this position for new staff members hired as they onboard, ensuring IT equipment is available and provided and COV and email accounts are assigned to the new hire. Funding for this position is covered from January 14, 2021 through July 2023.
7. District Onsite Testing Manager – The District Onsite Testing Manager will be responsible for attending all Community Testing Events sponsored by the local health department. Onsite responsibilities include ensuring all components of a testing event are addressed, including registration, specimen collection, courier needs, traffic control, etc. Funding for this position is covered from July 2021 through June 2022
8. District Testing Coordinator - The District Testing Coordinator will keep abreast of local disease trends and schedule testing events accordingly, including scheduling testing events in response to outbreaks. This position will work with other members of the containment and mitigation team to ensure testing events meet the needs of the local health department community. Funding for this position is covered from July 2021 through June 2022.

The following positions covered by ELC Enhanced Detection funding on a separate MOU, will continue with ELC Enhanced Detection Expansion funding from November 18, 2022 through July 31, 2023:

1. The Covid-19 Epidemiologist will coordinate a specific epidemiology program within an area to include interpreting program policies and procedures, providing training, monitoring and reviewing data collection/analysis for accuracy and consistency, and serving as a program consultant.

2. The COVID-19 Care Coordinator will be responsible for contacting patients diagnosed with COVID-19, conducting virtual patient needs checks, and connecting patients with local community health resources.
3. Data Managers will work with the district's epi team to clean, control, and maintain accurate, complete and timely data for COVID-19.

**B. Public Health Laboratory. Funding provided for the first 19 month period for the Public Health Laboratory is \$5,336,495.91.**

Subrecipient's main activities while utilizing ELC Enhancing Detection funds includes enhancing laboratory testing and reporting capacity by:

- Train and hire staff to improve laboratory workforce ability to address issues around laboratory safety, quality management, inventory management, specimen management, diagnostic and surveillance testing and reporting results.
  - Establish or expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19 and build infectious disease preparedness for future coronavirus and other events involving other pathogens with potential for broad community spread.
- a. Develop systems to improve speed and efficiency of specimen submission to clinical and reference laboratories.
  - b. Strengthen ability to quickly scale testing [e.g., nucleic acid amplification test (NAAT), antigen, etc.] as necessary to ensure that optimal utilization of existing and new testing platforms can be supported to help meet increases in testing demand in a timely manner. Laboratories are strongly encouraged to diversify their testing platforms to enable them to pivot depending on reagent and supply availabilities.
  - c. Perform serology testing with an FDA EUA authorized serological assay in order to conduct surveillance for past infection and monitor community exposure.
  - d. Work with LHDs, including through sub-awards, to build local capacity for testing of COVID-19/SARS-CoV-2 including within high-risk settings or in vulnerable populations that reside in their communities.
  - e. Apply laboratory safety methods to ensure worker safety when managing and testing samples that may contain SARS-CoV-2/COVID-19.
  - f. Implement alternative surveillance methods, including sequencing, wastewater surveillance, regional testing centers for surveillance and screening, etc. and link with other relevant surveillance systems (e.g., immunization registry). [This activity is optional and should complement other already funded activities.]
  - g. Augment or add specificity to existing laboratory response plans for future coronavirus and other outbreak responses caused by an infectious disease.
  - h. Support national surveillance for SARS-CoV-2 by submitting representative, deidentified samples to CDC for sequencing through the National SARS-CoV-2 Strain Surveillance (NS3) program.
  - i. Expand the use of SARS-CoV-2 genomic sequencing and molecular epidemiology for state and local surveillance and response. Enhance data management and analytic capacity in public health laboratories to help improve efficiencies in operations, management, testing, and data sharing.
- Improve efficiencies in laboratory operations and management using data from throughput, staffing, billing, supplies, and orders. Ensure ability to track inventory of testing reagents by device/platform, among other things.
  - Improve the capacity to analyze laboratory data to help understand and make informed decisions about issues such as gaps in testing and community mitigation efforts. Data elements such as tests ordered and completed (including by device/platform), rates of

positivity, source of samples, specimen collection sites, and test type will be used to create data visualizations that will be shared with the public, local health departments, and federal partners.

- Enhance data management and analytic capacity in public health laboratories to help improve efficiencies in operations, management, testing, and data sharing.

a. Improve efficiencies in laboratory operations and management using data from throughput, staffing, billing, supplies, and orders. Ensure ability to track inventory of testing reagents by device/platform, among other things.

b. Improve the capacity to analyze laboratory data to help understand and make informed decisions about issues such as gaps in testing and community mitigation efforts. Data elements such as tests ordered and completed (including by device/platform), rates of positivity, source of samples, specimen collection sites, and test type will be used to create data visualizations that will be shared with the public, local health departments, and federal partners.

- Enhance and expand laboratory information infrastructure, to improve jurisdictional visibility on laboratory data (tests performed) from all testing sites and enable faster and more complete data exchange and reporting.

a. Employ a well-functioning Laboratory Information Management System (LIMS) system to support efficient data flows within the PHL and its partners. This includes expanding existing capacity of the current LIMS to improve data exchange and increase data flows through LIMS maintenance, new configurations/modules, and enhancements. Implement new/replacement LIMS where needed.

b. Ensure ability to administer LIMS. Ensure the ability to configure all tests that are in LIMS, including new tests, EUAs, etc., in a timely manner. Ensure expanding needs for administration and management of LIMS system are covered through dedicated staff.

c. Interface diagnostic equipment to directly report laboratory results into LIMS.

d. Put a web portal in place to support online ordering and reporting. Integrate the web portal into the LIMS.

e. Enhance laboratory test ordering and reporting capability.

i. Implement or improve capacity to consume and produce electronic HL7 test orders and result reporting (ETOR) to allow laboratories and healthcare providers to directly exchange standardized test orders and results across different facilities and electronic information systems using agreed upon standards.

ii. 100% of results must be reported with key demographic variables including age/gender/race.

iii. Report all testing to the health department and CDC using HL7 ELR.

- V. **COMPENSATION:** The Department will reimburse Subrecipient for actual expenditures as a result of services provided under the terms of the basic agreement. Any travel expenses will be reimbursed as per the current, state approved travel regulations available at [https://www.doa.virginia.gov/reference/CAPP/CAPP\\_Topics\\_Cardinal/20335-2019-July.pdf](https://www.doa.virginia.gov/reference/CAPP/CAPP_Topics_Cardinal/20335-2019-July.pdf) (Topic# 20335) Payments may be made for services rendered starting with grant funding period beginning January 14, 2021.

Contract Value: \$ 6,704,766.20 with one, one-year renewal periods, pending available funding.  
Total Aggregate estimated: \$10,939,355.40.

All Subrecipients shall report the actual program income received and expended during the month or billing period on the invoice billing statement. The revenue and expenses shall be traceable through their financial system of record.

Subrecipients will invoice the Department on a monthly basis electronically with supporting documentation. Billing will be due no later than 30 days following the end of each calendar month in which expenses are incurred.

As per state regulations (CAPP Manual topic 20310) it is state policy to pay invoices on the date which payment is due under the terms of a contract, or if such date has not been established, thirty days after receipt of the Subrecipient's invoice by the specified Accounts Payable desk or thirty days after receipt of the goods or services, as specified by the Accounts Payable date-stamped receiving report, whichever is later. Failure by Subrecipient to submit invoices within the prescribed period may forfeit its right to payment from the Department.

Send Invoices to either:

[EpiAP@VDH.Virginia.gov](mailto:EpiAP@VDH.Virginia.gov) (Non-PHI information **only**)

VDH Secure Portal (Invoices **including** PHI – Contact Contract Administrator)

Or: Virginia Department of Health  
Office of Epidemiology – A/P, 11th Floor  
P.O. Box 2448  
Richmond, VA 23218-2448  
Attn: A/P Supervisor

Invoices **must not** be submitted both hardcopy and electronically. In order for invoices to be processed as presented for payment, the document must reference the current/active contract number.

Final reconciliation billing for this agreement ending November 17, 2022, along with any overpayments due to the Department, shall be submitted no later than December 17, 2022.

The Subrecipient will ensure that all expenditures made under this Agreement are recorded correctly, are allowable, and are in support of the objectives of this Agreement. The Subrecipient 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 Subrecipient 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.

These funds may not be used to pay the salary of an individual at a rate in excess of the Executive Level II salary of the Federal Executive Pay Scale, as per Notice of Award.

CST	COA	FUND	PROG	PROJ	DOLLARS	FUNDING PERIOD	EXP. DEADLINE
610	CQ	10170	405005	0000118660	\$6,704,766.20	1/14/2021 – 07/31/22	7/31/22

**VI. FEDERAL REQUIREMENTS FOR SUBRECIPIENT CONTRACTS**

**FEDERAL AWARD INFORMATION:** Subrecipient of federal awards must be informed of the catalog of Federal Domestic Assistance (CFDA) number, grant name and number, grant year and federal awarding agency. This information will become part of the Contract.

Sub-Award Organization DUNS: \_\_\_\_\_  
 Federal Award Identification Number: 6 NU50CK000555-02-03  
 (FAIN: NU50CK000555)  
 Federal Award Date: 1/14/2021  
 Amount of Sub-Award: \$6,704,766.20  
 Sub-Award Obligation/Action Date: 1/14/2021  
 Total Amount of Federal Award: \$497,471,041  
 Name of Federal Grantor: Centers for Disease Control and Prevention  
 CFDA Number & Name: 93.323 Epidemiology and Laboratory Capacity for Infectious Disease (ELC)

Research & Development:  Yes  No

**FEDERAL AWARD RESTRICTIONS:** There are general Federal cost principles that are applicable to all Federal Awards. These general principles are outlined in Part 200 – Uniform Administrative Requirements, Cost Principles, and Subpart F. Audit Requirements for Federal awards (2 CFR Section 200.0 – 200.521). The local health districts are required to adhere to these principles while managing federal grant awards (specifically Subpart E – Cost Principles). The Electronic Code of Federal Regulations can be found at [www.eCRF.gov](http://www.eCRF.gov).

General Provisions Sections:	200.400-200.401
Federal equipment	200.313
Procurement guidelines	200.318-200.326
Basic Considerations Sections:	200.402-200.411
Direct and Indirect (F&A) Costs Sections:	200.412 – 200.415
Special Considerations for States, Local Governments and Indian Tribes Sections:	200.416-200.417
General Provisions for Selected Items of Cost Sections:	200.420-200.475 (with exception of 200.424 and

200.475 as these are more applicable to Higher education Institution and other nonprofit organizations.

The Virginia Department of Health, Office of Epidemiology, as a pass-through entity for numerous federal grants, is responsible for ensuring certain activities occur with respect to monitoring of Subrecipients. The above requirements include but are not limited to the following:

Subrecipients receiving more than \$750,000 in federal funds, during the Subrecipient's fiscal year, from any and all sources are required to have a single audit performed in accordance with code (§200.501(a)). When required, the most recent copy of the audit must be provided to the assigned contract monitor within 30 days of the effective date on this Agreement. If any findings were noted in the audit report, corrective actions taken to fully resolved the finding must be provided. If an audit occurs during the term of this Agreement, a copy of that audit and response to any findings must be provided as well. The Subrecipient must provide a written statement if the organization did not receive more than \$750,000 in federal funds.

**Federal Funding Accountability and Transparency Act (FFATA)** Effective October, 2010, all entities that plan to apply for and ultimately receive a Federal grant/cooperative agreement or receive sub awards directly from recipients of those funds shall:

- Be registered in System for Award Management (SAM) prior to submitting an application or plan. The SAM is a Web-enabled government wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. SAM information must be updated at least every 12 months to remain active (for both grantees and Subrecipients),
- Have a DUNS number,
- Provide address for primary Virginia service location including nine-digit zip code,
- Provide Executive compensation information for five most highly compensated officers if all of the following apply:
  - Organization receives 80% or more of its annual gross revenues in Federal awards,
  - Organization receives \$25,000,000 or more in annual gross revenues from Federal awards,
  - Executive compensation has not previously been reported to any Federal Agency through any other reporting system (If applicable)

**Certifications regarding lobbying (2 CFR 200.450)**

Certification Regarding Lobbying (2 CFR 200.450) By signing this agreement, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to VDH. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Monitoring:** The Department will monitor the Subrecipient to evaluate the progress and performance of the program. The Subrecipient shall furnish the Department on request information regarding payments claimed for services under this contract. The Department and Federal personnel shall be provided access to all program-related records and facilities under reasonable request.

The Subrecipient shall retain all books, accounts, reports, files and other records relating to the performance of the contract for a period of five years after its completion. All accounting records must be supported by source documentation and retained in order to show for what purpose funds were spent. All such records shall be made available and produced for inspection when required by the Department.

Should an audit by authorized state or federal official result in disallowance of amounts previously paid to the Subrecipient, the Subrecipient shall reimburse the Department upon demand.

**Time and Effort Reporting:** The Subrecipient shall comply with time and effort reporting as required by the Federal Office of Management and Budget (OMB) Circular A-87 (Cost Principles for State, Local and Indian Tribal Government). 2 CFR 200.430 Compensation-Personal Services. All employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these time sheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection when required by the Department. The Subrecipient shall retain all books, reports, files and other records relating to time and effort reporting for a period of five years after completion.

**Audit of Financial Records:** The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government and Non-Profit organizations) as applicable. The Subrecipient will, if total Federal funds expended are \$750,000 or more a year, have a single or program-specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards. A copy of the portion of the audit that affects the program will be submitted to the Commonwealth of Virginia. If there are no audit findings, a letter indicating no finds shall be submitted. The copy of the portion of the audit findings or the letter indicating no findings shall be sent to the Virginia Department of Health.

If total federal funds expended are less than \$750,000 for a year the Subrecipient must meet the above audit requirements or maintain financial records for such audit that are available for review

by appropriate officials of the granting Federal agency, pass-through entity, and the General Accounting Office.

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

**SMOKE FREE ENVIRONMENT:** Public Law 103-277, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any portion of any indoor facility owned or leased or contracted for by an entity and used 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.**

**SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Subrecipient desires to subcontract some part of the work specified herein, the Subrecipient shall furnish the Departments names, qualifications and experience of their proposed Subrecipients and shall assure compliance with all requirements of the contract. Subcontracting with local health districts is not allowed.

**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 Department and Subrecipient.

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

**CONFIDENTIALITY OF PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE:** The Subrecipient agrees that proprietary information disclosed by the Department to the Subrecipient 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 Department 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 Department. All such materials shall be delivered to the Department in usable condition at any time requested by the Department. The parties agree that the Subrecipient is a public body and nothing in this section will prohibit the Subrecipient from complying with its obligations under the Virginia Freedom of Information Act.

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (2 CFR 200.213 and 2 CFR 180)** By initialing this box, , the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

AUDIT AND ACCESS TO RECORDS PER 2 CFR 200.501- 200.521, by initialing this box, , the Subrecipient certifies that it will provide notice of any adverse findings which impact this Sub award and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

VII. **METHOD OF PAYMENT:** The Subrecipient will be paid monthly in arrears for services rendered upon receipt of a valid invoice by the Department. Department will pay the Subrecipient 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 Department by the tenth (or designated date) of the month following the month of service. Payment will be made in accordance with the Prompt Payment Act of Virginia by check or EDI.

VIII. **TERMS AND CONDITIONS:**

- A. **AUDIT:** The Subrecipient 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 Department, 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 Department and the Subrecipient 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 Subrecipient 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 department shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- D. **BACKGROUND CHECKS:**
1. The VDH may require a background check for Subrecipient staff assigned to any resulting agreement. The Subrecipient 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 Subrecipient employees will be required to complete a form granting authority to release information. The Subrecipient shall allow the VDH access to review Subrecipient staff personnel and employment records.
  2. Background investigation results will be reviewed by the VDH, and are not releasable to the Subrecipient, 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 Subrecipient 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 Subrecipient 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 Subrecipient.
- E. **CANCELLATION OF AGREEMENT:** The department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Subrecipient. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the Subrecipient, 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 Subrecipient 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 Agreement. An increase or decrease in the price to the memorandum of Agreement 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 Agreement.
- G. **CONFIDENTIALITY OF PROPRIETARY INFORMATION AND PERSONALLY IDENTIFIABLE INFORMATION:** The Subrecipient assures that information and data obtained as to proprietary information and personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Department's written consent and only in accordance with federal law or the Code of Virginia. Subrecipients who utilize, access, or store proprietary information or personally identifiable information as part of the performance of an agreement are required to safeguard this information and immediately notify the Department of any breach or suspected breach in the security of such information. Subrecipients shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Subrecipients and their employees working on this project may be required to sign a confidentiality statement.
- H. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:
- During the performance of this contract, the Subrecipient agrees to (i) provide a drug-free workplace for the Subrecipient'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 Subrecipient'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 Subrecipient that the Subrecipient 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 Subrecipient 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 Subrecipient, 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 Subrecipient certifies that the Subrecipient 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. **RENEWAL OF AGREEMENT:** This agreement may be renewed by the Commonwealth upon written agreement of both parties for one year, under the terms of the current agreement, and at a reasonable time (approximately 90 days) prior to the expiration.
- K. **ANTI-DISCRIMINATION:** By submitting this agreement Subrecipient certifies 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 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 Subrecipient agrees as follows:
  - a. The Subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, 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 Subrecipient. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Subrecipient, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, will state that such Subrecipient 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. The requirements of these provisions 1. and 2. are a material part of the contract. If the Subrecipient 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.

e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Subrecipient, 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 Subrecipient 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 Subrecipient or vendor.

L. **ANTITRUST:** By entering into an agreement, the Subrecipient conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said agreement.

M. **PAYMENT:**

1. **To Prime Subrecipient:**

a. Invoices for items ordered, delivered and accepted shall be submitted by the Subrecipient directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Subrecipients) 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 contract or purchase order, that are to be paid for with public funds, shall be billed by the Subrecipient at the contract 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 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, Subrecipients 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Subrecipient of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subrecipients:

a. Within seven (7) days of the Subrecipient's receipt of payment from the Commonwealth, a Subrecipient awarded a contract under this solicitation is hereby obligated:

(1) To pay the Subrecipient(s) for the proportionate share of the payment received for work performed by the Subrecipient(s) under the contract; or

(2) To notify the department and the Subrecipient(s), in writing, of the Subrecipient's intention to withhold payment and the reason.

b. The Subrecipient is obligated to pay the Subrecipient(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Subrecipient 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 Subrecipient performing under the primary contract. A Subrecipient's obligation to pay an interest charge to a Subrecipient may not be construed to be an obligation of the Commonwealth.

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

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

- N. **ASSIGNMENT OF AGREEMENT:** An agreement shall not be assignable by the Subrecipient in whole or in part without the written consent of the Commonwealth.
- O. **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 Subrecipient responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- P. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any Subrecipients are involved, the Subrecipient will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Subrecipient and any Subrecipients will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Subrecipients who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Department shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Subrecipient must assure that the required coverage is maintained by the Subrecipient (or third party owner of such motor vehicle.)

PROFESSIONAL SERVICES - Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)

*Code of Virginia* § 8.01-581.15

<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>

Fairfax County government is self-insured and is prohibited from providing Additional Insured status and agreeing to Holding Harmless or Indemnifying any parties.

- Q. **NONDISCRIMINATION OF SUBRECIPIENTS:** A Subrecipient shall not be discriminated against in the solicitation or 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 bidder or offeror employs ex-offenders unless the state department, 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.
- R. **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 Subrecipients, grantees, Subrecipients, and sub grantees in accordance with this agreement. All Subrecipients, grantees, sub grantees, and Subrecipients 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 Subrecipient or sub grantee.
- The employees' rights under 41 U.S.C. Section 4712 shall survive termination of this agreement.
- S. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Subrecipient organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contact with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- T. **SERVICE ORGANIZATION CONTROLS:** Service Organization Controls (SOC2) may be required for this contract. Please see link for requirements: [http://www.doa.virginia.gov/Admin\\_Services/CAPP/CAPP\\_Topics/10305.pdf](http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/10305.pdf)

**CERTIFICATION OF INTERNAL CONTROLS:** The Subrecipient shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on Commonwealth of Virginia interests, the conduct of department programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.

The Subrecipient shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation 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 Subrecipient's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Subrecipient must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the Subrecipient's internal control processes and procedures are described in the most recent version of the report, the Subrecipient shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the Subrecipient to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Commonwealth to make a determination of breach of contract.

The Subrecipient's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the Subrecipient certifies the destruction of the sensitive data at the end of the contract term.

**U. CONTINUITY OF SERVICES:**

- a) The Subrecipient recognizes that the services under this contract are vital to the Department and must be continued without interruption and that, upon contract

expiration, a successor, either the Agency or another Subrecipient, may continue them. The Subrecipient agrees:

- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - (ii) To make all Department 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 Department Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Subrecipient to its successor.
- b) The Subrecipient 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 Subrecipient 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.

- V. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

#### 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, Subrecipient 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 Subrecipient 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 department's written consent, and only in accordance with federal law, including the HIPAA Privacy rule or the Code of Virginia.

Subrecipients 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. implementing appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to ePHI,
- c. ensure that any subcontractors the Subrecipient 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
- d. immediately notifies the department of any breach, or suspected breach, in the security of such information.

Subrecipients shall allow the department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Subrecipients 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 Subrecipient 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 Subrecipient of a use or disclosure of health records by the Subrecipient 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 Subrecipient 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 Subrecipient's internal controls. There shall be an appropriate separate instrument, i.e., a business associate agreement (BAA), executed between the parties further protecting the privacy and security of data."

- X. **STATUS OF PERSONNEL:** Caroline Holsinger, Director of the Division of Surveillance and Investigation, has been designated as the Department administrator for this Agreement.

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

SUBRECIPIENT:		VIRGINIA DEPARTMENT OF HEALTH:	
By:	<i>J. Bell</i>	By:	
Title:	<i>County Executive</i>	Title:	
Date:	<i>7/21/24</i>	Date:	

DUNS #: 074837626 (Required) <https://www.dnb.com/duns-number/lookup.html>

Note: 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.

FOR COMPLETION BY SUBRECIPIENT:

Legal Name Fairfax County
City and Zip+4 (ZIP plus four lookup <a href="https://tools.usps.com/go/ZipLookupAction_input">https://tools.usps.com/go/ZipLookupAction_input</a> ) Fairfax, 22035
Is the organization registered in SAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If no, see Section VI Federal Award Information, page 9). To remain active complete the registration and update at least every 12 months at <a href="https://www.sam.gov/SAM/">https://www.sam.gov/SAM/</a> .
<p>1. In the preceding fiscal year did your organization:</p> <p>a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b></p> <p>b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b></p> <p>c. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.</p> <p><input checked="" type="checkbox"/> NO</p> <p><input type="checkbox"/> YES (The names and total compensation of the top 5 highly compensated officials must be reported to VDH. (Total compensation includes cash and non-cash value earned during the past fiscal year including salary and bonus; awards of stock, stock options and stock appreciation rights; and severance and termination payments, and value of life insurance paid on behalf of the employee, and applicable OMB guidance).</p>

**SUPPLEMENTAL APPROPRIATION RESOLUTION AS 22098**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on October 5, 2021, 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 2022, 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: 1CV7112-2021, Contact Tracing and Lab Testing-COVID-19 \$6,704,767

Reduce Appropriation to:

Agency: G8787, Unclassified Administrative Expenses

\$6,704,767

Fund: 500-C50000, Federal-State Grant Fund

Source of Funds: Virginia Department of Health, \$6,704,767

A Copy - Teste:

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Jill G. Cooper  
Clerk for the Board of Supervisors

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ADMINISTRATIVE - 8

Authorization to Advertise a Public Hearing to Amend Interim Agreement with Alpine-X LLC for Fairfax Peak Development at I-95 Lorton Landfill (Mount Vernon District)

ISSUE:

Authorization from the Board of Supervisors (the Board) to advertise a public hearing to amend the Interim Agreement between the Board and Alpine-X LLC regarding the potential indoor ski facility and related development on the I-95 Lorton landfill, Fairfax County Tax Map 113-1 ((1)), Parcel 14 (the Site).

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing for a Second Amendment to the Interim Agreement with Alpine-X LLC to occur on October 19, 2021.

TIMING:

Board action is requested on October 5, 2021, to provide sufficient notice for the public hearing to be held on October 19, 2021, at 3:30 p.m.

BACKGROUND:

On December 21, 2018, Alpine-X LLC (Developer) submitted an unsolicited proposal (Proposal) to the County for the redevelopment of portions of the Board-owned I-95 Lorton landfill, pursuant to the Public Private Education Facilities and Infrastructure Act of 2002, Virginia Code Ann. §§ 56-575.1 et seq., as amended (PPEA). The landfill is located on Fairfax County Tax Map 113-1 ((1)) 14 (Parcel 14).

The Proposal named the project “Fairfax Peak” and generally envisions the construction of an indoor ski facility, hotel and related commercial development, and other complimentary recreational facilities (Project), as listed below:

- Multiple ski slopes, inside a structure, at approximately a 20-degree angle, including a slope compliant with the Fédération Internationale de Ski’s standards, ensuring it can be used for competitions;
- A specially designed area for skiing and snowboarding with a variety of ramps, jumps, rails, boxes and other features, capable for use in national snowboarding and freestyle skiing competitions;

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- A bunny slope for beginners, snow tubing run and area for skiers and snowboarders to perform tricks;
- Restaurants, ski shop and dining terrace at the summit;
- A 100-plus room hotel at the base of the indoor snow facility;
- A gravity-powered, mountain coaster that will slide from the summit to Occoquan Regional Park; and,
- A ropes course and other outdoor activity areas.

The proposal also envisioned other amenities that could be added in the future, including a “gravity ropes course” and passive recreation areas. Additional detail on the Project scope can be found online (Attachment 1).

Due to the complexity of the Project, the Developer needed to perform feasibility and other studies to confirm the construction viability of the Project. To that end, the County approved a Right of Entry Agreement on May 11, 2020 (“ROE”) to permit the Developer and its contractors to enter onto portions of the Parcel 14 and to perform limited initial due diligence work on such area through December 31, 2020.

The Board of Supervisors approved an Interim Agreement on November 17, 2020, to add certain additional terms to allow the Developer to advance its due diligence for the Project. Those included:

- Extended the term of the ROE until December 31, 2021;
- Confirmed the potential area of study for the Project (Project Area); and
  - The Agreement also allowed – upon mutual agreement of the County and the Developer – to expand the Project area to the remainder of Parcel 14 as well as the adjacent Fairfax County Tax Map 113-1 ((1)) 15 (Parcel 15). Parcel 15 is owned by the County; the majority of the parcel is under a ground lease to the Northern Virginia Regional Park Authority (NVRPA).
- Provided an exclusive negotiation period in which the County agreed not convey or lease any portion of the Project Area to a third party before December 31, 2021.
  - The County and the Developer may mutually agree to extend the exclusive period, as well as the ROE term, for up to one year, through December 31, 2022.
  - The Developer also acknowledges that the County is considering the use of land adjacent to the Project for a solar power generation facility and that the County may use some or all of the Project Area to support the County’s solar project.

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The First Amendment to the Interim Agreement was amended by the Board on March 9, 2021, to allow for the Developer to perform test drilling as part of diligence work to investigate the substrate condition of the landfill subgrade and/or bedrock (Attachment 2). Those geotechnical studies were substantially completed in August 2021.

The Developer is continuing to move forward with site design and is seeking further amendment to the Interim Agreement and ROE (Second Amendment). The Second Amendment would allow certain additional terms to allow for the developer to continue site design and engage the County regulatory agencies to pursue the proposed development. Those terms include:

- Extending the term of the exclusive negotiation period and ROE until December 31, 2023.
  - The County and the Developer may mutually agree to extend the exclusive period, as well as the ROE term, for up to one year, through December 31, 2024.
- Designating the Developer as a County agent for the limited purpose of pursuing land use approvals, including any required zoning and similar regulatory approvals necessary to for the construction and use of the proposed development.
  - The ability to pursue land use approvals as an agent of the County is limited to the Project Area.
  - The proposed development must include a ski facility and related hotel.
- The Project Area boundary was adjusted to ensure that there will be no overlap between the Project Area and the County's potential solar power generation facility under consideration at the I-95 Landfill site, and providing that the County may only use part of the Project Area for the County's solar project with the Developer's consent.

Future development of the project will be contingent on, among other things, the Developer successfully achieving future regulatory review and permission for the Project. Such permission will include all required land use approvals and state regulatory requirements. These approvals are not included in the scope of the proposed Amendment and will be subject to the appropriate County regulatory review land use processes and future Board review.

FISCAL IMPACT:

None.

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ENCLOSED DOCUMENTS:

Attachment 1 – Alpine-X Unsolicited PPEA Proposal can be found online at:

<https://www.fairfaxcounty.gov/procurement/ppea/fairfaxpeak/alpinexproposal>

Attachment 2 – First Amendment to Interim Agreement & Right of Entry Agreement can be found online at:

[https://www.fairfaxcounty.gov/economic-initiatives/sites/economic-initiatives/files/assets/fairfax\\_peak/2021\\_0324%20alpine-x\\_first\\_amendment\\_to\\_interim\\_agreement\\_executed.pdf](https://www.fairfaxcounty.gov/economic-initiatives/sites/economic-initiatives/files/assets/fairfax_peak/2021_0324%20alpine-x_first_amendment_to_interim_agreement_executed.pdf)

Attachment 3 – Proposed Second Amendment to the Interim Agreement & Right of Entry Agreement

STAFF:

Rachel Flynn, Deputy County Executive

Christopher Herrington, Director, Department. of Public Works and Environmental Services (DPWES)

Rebecca Moudry, Director, Department of Economic Initiatives

John Kellas, Deputy Director, Solid Waste Management, DPWES

Eric Forbes, Division Director, Solid Waste Compliance, DPWES

Scott Sizer, Catalytic Development Manager, Department of Economic Initiatives

ASSIGNED COUNSEL:

Cynthia Bailey, Deputy County Attorney

Ryan Wolf, Assistant County Attorney

**SECOND AMENDMENT TO INTERIM AGREEMENT &  
RIGHT OF ENTRY AGREEMENT**

THIS **SECOND AMENDMENT TO INTERIM AGREEMENT & RIGHT OF ENTRY AGREEMENT** (“Second Amendment”) is dated as of \_\_\_\_\_, 2021 (“Effective Date”), by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“County”), and **ALPINE X INC.**, a Delaware corporation (“Developer”; together with the County, the “Parties”).

**RECITALS**

- R-1. The Parties entered into the Interim Agreement, dated November 18, 2020 (as amended to date, the “Interim Agreement”), regarding the potential development by the Developer of the Project, portions of which are proposed to be atop, along and near the County-owned I-95 Landfill Complex located on the Property . (Each capitalized term used but not defined in this Amendment will have the definition given to such term in the Interim Agreement.)
- R-2. When the Developer first signed the Interim Agreement, it was organized as a Virginia limited liability company. Developer switched its registration from Virginia to Delaware on June 24, 2021 and then converted from a limited liability company to a corporation on June 24, 2021. By operation of law, the Developer’s obligations under the Interim Agreement are unaffected by this conversion and continue to bind the Developer.
- R-3. The Interim Agreement provides for, among other things, the Developer’s ability to access the Project Area and to perform Initial Due Diligence regarding the Project, and an exclusivity period during which, subject to certain qualifications, the County may not convey an interest in the Project Area to a third party or negotiate with a third party for such a conveyance.
- R-4. Notwithstanding that the Parties do not yet have a final agreement regarding the Project and with full recognition that the Parties may be unsuccessful in concluding a final agreement regarding the Project, the Parties wish to extend the term of the exclusivity period, to authorize the Developer to seek land use approvals for the Project within the Project Area, and to further amend the Interim Agreement all on the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises in this Amendment, and other valuable consideration, the receipt and legal sufficiency of which are acknowledged by the Parties, the Parties agree to the following amendments to the Interim Agreement and ROE:

- 1. Designation of the Developer as Agent.

a. The County hereby designates the Developer as its agent for the limited purpose of pursuing the Land Use Approvals (as defined below) for the Project on the Project Area, subject to the terms and conditions set forth in this Agreement, and the Developer hereby accepts such designation. The County will reasonably cooperate with the Developer's pursuit of the Land Use Approvals for the Project, including, without limitation providing additional information and signing further documentation to, in both cases, confirm the agency granted to the Developer hereby, subject to the terms and conditions set forth in this Agreement.

b. The "Land Use Approvals" shall be comprised of all zoning and similar regulatory approvals (e.g., proffers, proffered condition amendments, conceptual and final development plans) and such other approvals as the Parties may reasonably agree are necessary for the construction and use of the Project on the Project Area. The term does not include site plan or building permit applications or applications to DEQ or GSA, unless otherwise agreed to in writing by the Developer and the County.

c. Developer acknowledges and agrees that the agency created in this Second Amendment pertains only to the Project Area and not to the entire Property.

d. The Developer acknowledges and agrees that the agency created in this Second Amendment is temporary and will immediately terminate upon any termination or other expiration of the Interim Agreement. Upon such termination of the agency, the Developer will immediately cease all work with respect to the Land Use Approvals and, thereafter, the Developer will have no further duty, obligation, or right to pursue the Land Use Approvals on behalf of the County.

## 2. Land Use Approval Process.

a. The Developer will regularly consult and coordinate with the County's PPEA review and negotiation team (the "PPEA Team") regarding the design of the Project and regarding all submissions to be made in connection with the Land Use Approvals.

i. The PPEA Team consists of Scott Sizer, Department of Economic Initiatives; John Kellas, Department of Public Works & Environmental Services; Eric Forbes, Department of Public Works & Environmental Services; and Ryan Wolf, Office of the County Attorney. The County may update the membership of the PPEA Team by written notice to the Developer.

b. The Developer will regularly consult with the PPEA Team in developing its submissions for the Land Use Approvals and will endeavor to share drafts of its submissions with the PPEA Team before the provision of the final draft submission discussed in Section 2(c) below.

c. The Developer will provide the PPEA Team a copy (in any format requested by the PPEA Team (i.e., electronic or paper)) of all submissions to be made in connection with the Land Use Approvals for the PPEA Team's review and approval at least 10

business days prior to the Developer's anticipated filing with or submission of the same to the applicable governmental agencies. PPEA will provide a response within ten (10) business days after a request for approval by Developer, and, if PPEA does not approve of any submission by Developer, PPEA will include in its response the specific reasons for its denial of the request. Failure of the PPEA Team to respond within such ten (10) business day period shall not be deemed to be or otherwise construed as the approval of the PPEA Team.

i. The PPEA Team's approval of a submission will not be unreasonably withheld, except that the PPEA Team's approval will be in the PPEA Team's sole and absolute discretion regarding the following matters:

1. Any submission that would cause the Project to not include a ski facility or related hotel;

2. Any submission that would cause the Project to include solar power generation facilities that would materially displace the ski facility or related hotel as shown on the preliminary designs of the Project, be materially inconsistent with the preliminary designs of the Project, be developed as a freestanding first phase of development, or impose unreasonable burdens or obligations on the County; and

3. Any aspect of the submission that would materially affect (A) the operation or maintenance of the Landfill or of any adjacent or neighboring County-owned or operated property, or (B) any existing County obligations arising out of the County's ownership of the Landfill or of any adjacent or neighboring County-owned or operated property.

ii. Any PPEA Team approval of a submission by the Developer will be in the PPEA Team's capacity as an advisory body to the County as land owner, and will not be construed to imply approval by the County as the governmental body having authority over land use matters within the County.

iii. The Developer will not make any submission in connection with the Land Use Approvals until (1) the PPEA Team has approved such submission in writing and (2) if the submission applies to land subject to the County's lease with NVRPA, NVRPA has approved such submission. PPEA will provide a response within ten (10) business days after a request for approval by Developer, and, if PPEA does not approve of any submission by Developer, PPEA will include in its response the specific reasons for its denial of the request. Failure of the PPEA Team to respond within such ten (10) business day period shall not be deemed to be or otherwise construed as the approval of the PPEA Team.

d. Before Developer may make any submission involving a proffer or development condition, the Parties must agree as to which Party is responsible for the performance of such proffer(s) and/or development condition(s). Any obligations undertaken by the County in connection with the performance of any proffer(s) and/or development conditions shall be at the sole and absolute discretion of the County.

e. The Developer will cause each submission to comply with governmental and regulatory requirements imposed by Fairfax County (or other regulatory reviewing body, as applicable) on the type of such submission.

f. The Developer will be responsible for all costs associated with the Land Use Approvals and the County will not be obligated to reimburse the Developer for any costs associated with the Land Use Approvals, even if the County and the Developer are unable to reach agreement on a Comprehensive Agreement. Upon termination of the Interim Agreement (unless the Parties enter into final agreements in connection with the Project, in which case, the final agreements shall control), the Developer will (i) assign all of its rights and interests (if any) in and to any obtained Land Use Approvals, and deliver originals or copies of any and all other publicly-available documents related to the same to the County, and (ii) assign to the County all of its rights and interests to, and provide and deliver to the County, any and all publicly-submitted work product produced by the Developer and its contractors and consultants associated with the Land Use Approvals, together with any third-party consents necessary therefor (collectively, the foregoing will be referred to as the “**Work Product**”).

3. Extensions of Certain Dates.

a. The Outside Date is extended from December 31, 2021, to December 31, 2023. The County and the Developer may mutually agree to further extend the Outside Date, in one or more increments, for up to one year (i.e., up to December 31, 2024), neither party being under any obligation do so.

b. Both the exclusive negotiation period described in Section 2(B) of the original Interim Agreement as well as the term of the ROE are also extended to the Outside Date, as the term is defined in (and may be further extended by) Section 3(a) of this Second Amendment.

4. Modification of Project Area and Limitation on County Conveyance.

a. The term “Project Area” defined in Section 1(A) of the Interim Agreement shall be amended to mean the areas identified as the “Project Area” on Exhibit A attached to this Second Amendment.

b. The rights of the County to convey interests in the Project Area pursuant to Section 1.B of the Interim Agreement and clauses (a) and (c) of Section 2(A)(i) of the Interim Agreement shall be modified to provide that the County shall not convey any rights in the Project Area if such conveyance would unreasonably interfere with the ability of the Developer to construct and operate the Project. Any easements over the Project Area or other rights affecting the Project Area, as described in Section 1.B of the Interim Agreement, or any other conveyances by the County of an interest in the Project Area during the term of the Interim Agreement, as amended hereby, shall be subject to the approval of the Developer, which approval will not be unreasonably withheld.

5. Notices to Developer. The addresses for Notice to the Developer, as defined in Section 4 of the Interim Agreement, shall be modified as follows:

Niels ten Berge  
1308 Vincent Place  
McLean, VA 22101  
[Niels@alpine-X.com](mailto:Niels@alpine-X.com)

Brad Ryan  
1308 Vincent Place  
McLean, VA 22101  
[Brad@alpine-X.com](mailto:Brad@alpine-X.com)

With a copy to

DLA Piper LLP (US)  
11911 Freedom Drive, Suite 300  
Reston, VA 20190  
Attention: Antonio Calabrese  
[Antonio.Calabrese@us.dlapiper.com](mailto:Antonio.Calabrese@us.dlapiper.com)

6. Except as amended by this Second Amendment, all terms and conditions of the Interim Agreement and ROE shall otherwise remain in full force and effect.

7. This Amendment may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

**COUNTY:**

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,  
a political subdivision of the Commonwealth of Virginia,

By: \_\_\_\_\_  
Name:  
Title:

**DEVELOPER:**

ALPINE X INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

# Exhibit A: Project Area



Board Agenda Item  
October 5, 2021

ADMINISTRATIVE - 9

Authorization to Advertise a Public Hearing on a Proposal to Vacate a Portion of Glorus Road (Sully District)

ISSUE:

Authorization of a public hearing on a proposal to vacate a portion of Glorus Road.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing to consider the vacation of the subject right-of-way.

TIMING:

The Board should take action on October 5, 2021, to provide sufficient time to advertise the public hearing for November 9, 2021, at 4:30 p.m.

BACKGROUND:

The applicant, Blankingship & Keith, PC, on behalf of their client, Stonecroft Lee, LLC, is requesting that a portion of Glorus Road be vacated under §15.2-2272(2) of the Virginia Code. The applicant is seeking this request to support the consolidation and, ultimately the development of their parcels (Tax Map Nos. 33-2 ((2))-0010, 33-2 ((2))-0011, and 33-2 ((2))-011A). The parcels that abut Glorus Road not owned by the applicant are Tax Map no. 33-2 ((2))-011B (owned by Wayne P.G. Gagner and Sue F. Gagner) and Tax Map nos. 33-2 ((2))-010A, and 33-2 ((2))-010B (owned by Matan Glorus, LLC). The Matan Glorus, LLC, parcels access from Thompson Road to the south. The Gagner's property will have access to Thompson Road via a 25-foot ingress/egress easement through the vacated area.

The subject portion of Glorus Road, north of Thompson Road and south of Adkins Road, is unconstructed. The subject portion of Glorus Road was dedicated as part of the "Fairwood Estates" (Deed Book 1099, Page 404) on the plat dated July 31, 1953. The subject portion of Glorus Road is not in the VDOT Secondary System of Highways.

Traffic Circulation and Access

The vacation will have no long-term impact on pedestrian, transit, or vehicle circulation and access.

Board Agenda Item  
October 5, 2021

Easements

The project manager has certified that all easement requirements for the project have been met.

The proposal to vacate these rights-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Development, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas, and Verizon. None of these indicated any opposition to the proposal.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

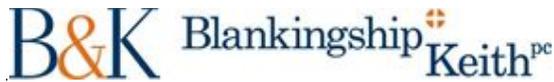
Attachment I: Application Letter of Justification  
Attachment II: Notice of Intent to Vacate  
Attachment III: Ordinance of Vacation  
Attachment IV: Metes and Bounds  
Attachment V: Vacation Plat  
Attachment VI: Vicinity Map  
Attachment VII: Ingress-Egress Easement

STAFF:

Rachel Flynn, Deputy County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Jeff Hermann, Chief, FCDOT-Site Analysis & Transportation Planning Division  
Greg Fuller, Chief, FCDOT-Site Analysis Section (SAS)  
Michelle Guthrie, FCDOT-SAS  
Jeffrey Edmondson, FCDOT-SAS  
Gavin Derleth, FCDOT-SAS

ASSIGNED COUNSEL:

Pamela K. Pelto, Assistant County Attorney



4020 University Drive, Suite 300  
Fairfax, Virginia 22030  
T: 703.691.1235  
F: 703.691.3913

Gifford R. Hampshire  
Writer's email: [ghampshire@bklawva.com](mailto:ghampshire@bklawva.com)

February 11, 2021

**Via Hand Delivery and email to: [Michelle.Guthrie@Fairfaxcounty.gov](mailto:Michelle.Guthrie@Fairfaxcounty.gov);**  
**[Jeffrey.Edmondson@fairfaxcounty.gov](mailto:Jeffrey.Edmondson@fairfaxcounty.gov)**

Michelle Guthrie  
Jeffrey Edmonson  
Fairfax County Department of Transportation  
4050 Legato Road  
Suite 400  
Fairfax Virginia 22033

Re: Letter of Request and Statement of Justification to Vacate Glorus Road, Fairwood Estates, Sully District

Dear Michelle and Jeff:

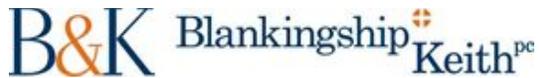
As you know from our various conversations that this firm represents Stonecroft, LLC (“**Stonecroft**”) in its request to vacate Glorus Road near Stonecroft Boulevard in the Sully District. Please regard this as Stonecroft’s Letter of Request and Statement of Justification for that vacation request.

Glorus Road is a dedicated but unconstructed (“paper”) street in the Sully District. It was dedicated by deed and plat of dedication for “Fairwood Estates” dated July 31, 1953 and recorded in the Land Records of Fairfax County at Deed Book 1099, Page 404 (the “Fairwood Deed”). It is not necessary to the travelling public because it terminates to the north at Dulles International Airport property on the other side of Adkins Road, another unconstructed street that was also dedicated by the Fairwood Deed.<sup>1</sup> It is also not necessary for access to surrounding properties as elaborated below.

Stonecroft Lee LLC (“**Stonecroft**”), owns the properties identified as Tax Map Nos. 033-2-02-0010, 033-1-02-0011, and 034-1-02-0011A (the “**Stonecroft Properties**”). Stonecroft Tax Map Parcel 33-2-02-0010 abuts Glorus Road to the west while the Stonecroft Tax Map Parcels 033-2-02-11 and 34-1-02-0011A abut Glorus Road to the east and are adjacent to the north of

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<sup>1</sup> A constructed road exists running parallel to Adkins Road on Dulles International Airport Property but this road is not accessible from Glorus Road to the south.



Michelle Guthrie  
Jeffrey Edmondson  
February 11, 2021  
Page 2

property identified as Tax Map. No. 034-1-02-0011B, owned by Wayne P.G. Gagner and Sue F. Gagner (the “**Gagner Property**”). The Gagner property also abuts Glorus Road to the east.

Matan Glorus, LLC (“**Matan**”), which is agreeable to the vacation, owns Tax Map 033-2-02-0010 and 033-2-02-0010A (the “**Matan Properties**”) that abut Glorus Road to the west and are to the south of Stonecroft Tax Map Parcels 033-2-02-0010, 033-1-02-0011. The Matan properties were the subject of rezoning #RZ 20-SU-002, that was approved by the Board of Supervisors on January 26, 2021 (the “**Matan Rezoning**”). The Matan Rezoning contemplates access from Thompson Road and no access from Glorus Road. The Stonecroft properties are the subject of a rezoning application that contemplates the vacation of Glorus Road with access from Stonecroft Boulevard. Thus, both the Matan Properties and the Stonecroft Properties contemplate access other than through construction of Glorus Road. While it is possible that Glorus Road could someday be constructed to provide constructed access to the Gagner Property, Stonecroft has worked with Fairfax Department of Transportation to provide Gagner access through Tax Map Parcel 033-2-02-0012 (the “**CFS Thompson Property**”) whose owner, CFS Thompson LLC, is controlled by the same persons who control Stonecroft. The CFS Thompson Property abuts Glorus Road to the east but is accessed by Stonecroft Boulevard.

As contemplated by Virginia Code § 15.2-2272, therefore, the access of adjoining landowners will not be negatively impacted by the proposed vacation of a road that also does not provide through travel by public. Indeed, development plans for Stonecroft and Matan contemplate or are consistent with the vacation of Glorus Road, and Stonecroft has arranged for alternative access to the Gagner Property. Stonecroft submits, therefore, that the proposed vacation is appropriate and asks Staff to submit its application to the Board of Supervisors for its consideration and adoption of an ordinance pursuant to the provisions of Va. Code § 15.2-2272(1). A proposed plat of vacation and metes and bounds description of the area that would be vacated is included in this vacation request package. Both are prepared by Vika engineers and surveyors.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gifford R. Hampshire', with a stylized flourish at the end.

Gifford R. Hampshire

NOTICE OF INTENT TO  
ADOPT AN ORDINANCE VACATING  
A PART OF A PLAT ON WHICH IS SHOWN

Glorus Road

Sully District,  
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on November 9, 2021, at 4:30 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, pursuant to Virginia Code Ann. §§ 15.2-2204, 15.2-2272 , vacating a part of the plat of Fairwood Estates, recorded in Deed Book 1099, at Page 404, on which is shown Glorus Road from Thompson Road to Adkins Road, a distance of 934.21 feet. The road abuts Tax Map Nos. 33-2 ((2))-0010, 33-2 ((2))-010A, 33-2 ((2))-010B, 33-2 ((2))-0011, 33-2 ((2))-011B, and 33-2 ((2))-0012 as described and shown on the metes and bounds schedules prepared by Vika, dated December 29, 2020, and plat also prepared by Vika dated December 29, 2020, and revised through April 13, 2021, both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

All persons wishing to speak on this subject may call the Office of the Clerk to the Board, (703) 324-3151, to be placed on the Speaker's List, or may appear and be heard.

SULLY DISTRICT.

§ 15.2-2272(2)

ADOPTION OF AN ORDINANCE VACATING  
A PART OF A PLAT ON WHICH IS SHOWN

Glorus Road

Sully District,  
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax County, Virginia, on November 9, 2021, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat of Fairwood Estates, recorded in Deed Book 1099 at Page 404, on which is shown Glorus Road, from Thompson Road to Adkins Road, a distance of 934.21 feet, located on Tax Map Nos. 033-2-02-0010, 033-2-02-0010A, 033-2-02-0010B, 033-2-02-0011, 033-02-11B and 033-2-02-0012 as described and shown on the metes and bounds schedule prepared by Vika, dated December 29, 2020, and plat also prepared by Vika, dated December 29, 2020, and revised through April 13, 2021, and attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. §15.2-2272(2).

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

Jill G. Cooper  
Clerk for the Board of  
Supervisors

§15.2-2272(2)

**VIKA Virginia, LLC**  
8180 Greensboro Dr.  
Suite 200  
Tysons, VA 22102  
703.442.7800  
[vika.com](http://vika.com)

**AREA #1**

**DECEMBER 29, 2020**

**DESCRIPTION OF  
A PORTION OF  
GLORUS ROAD  
50' RIGHT-OF-WAY  
DEED BOOK 1099 PAGE 404  
FAIRFAX COUNTY, VIRGINIA**

Being a portion of Glorus Road, fifty-foot right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at a point marking the intersection of the westerly right-of-way line of said Glorus Road with the northerly right-of-way line of Thompson Road, fifty-foot (50') right-of-way as recorded in Deed Book 1099 at Page 404, among the aforesaid Land Records, said point also being the southeasterly most corner of the property of Matan Glorus Road, LLC (Parcel 10B), as recorded in Deed Book 25992 at Page 283, among the aforesaid Land Records; thence running with the said westerly right-of-way line of Glorus Road and with the easterly line of Parcel 10B

1. North 07°37'51" East, 278.84 feet to an iron pipe found, said point being the northeasterly most corner of the aforesaid Parcel 10B, and the southeasterly most corner of Parcel 10A, Property of Afshar M. Reza, as recorded in Deed Book 21616 at Page 1753; thence leaving the said westerly line of Glorus Road and running so as to cross and include a portion of Glorus Road the following three (3) courses and distances:
2. South 76°00'41" East, 25.15 feet to a point on the centerline of said right-of-way; thence with said centerline
3. South 07°37'51" West, 278.85 feet to point on the aforementioned northerly right-of-way line of Thompson Road, thence running with the said northerly right-of-way line of Thompson Road
4. North 75°59'07" West, 25.16 feet to the point of beginning and containing 6,971 square feet or 0.16003 acres of land more or less.

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**VIKA Virginia, LLC**  
8180 Greensboro Dr.  
Suite 200  
Tysons, VA 22102  
703.442.7800  
[vika.com](http://vika.com)

**AREA #2**

**DECEMBER 29, 2020**

**DESCRIPTION OF  
A PORTION OF  
GLORUS ROAD  
50' RIGHT-OF-WAY  
DEED BOOK 1099 PAGE 404  
FAIRFAX COUNTY, VIRGINIA**

Being a portion of Glorus Road, fifty-foot right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at an iron pipe found lying on the westerly right-of-way line of said Glorus Road, said iron pipe found also marking the common easterly corner between the property of Matan Glorus Road, LLC (Parcel 10B) as recorded in Deed Book 25992 at Page 283, and the property of Afshar M. Reza (Parcel 10A), as recorded in Deed Book 21616 at Page 1753, all among the aforesaid Land Records; thence running with the said westerly right-of-way line of Glorus Road and with the easterly line of Parcel 10A

1. North 07°37'51" East, 349.16 feet to an iron pipe found, said point being the northeasterly most corner of the aforesaid Parcel 10A, and also being the southeasterly most corner of the property of Stonecroft Lee, LLC, as recorded in Deed Book 25987 at Page 16 (Parcel 10); thence leaving the said westerly line of Glorus Road and running so as to cross and include a portion of Glorus Road the following three (3) courses and distances:
2. South 89°44'05" East, 25.21 feet to a point on the centerline of said right-of-way; thence with said centerline
3. South 07°37'51" West, 355.18 feet to a point; thence leaving said centerline
4. North 76°00'41" West, 25.15 feet to the point of beginning and containing 8,804 square feet or 0.20211 acres of land more or less.

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**VIKA Virginia, LLC**  
8180 Greensboro Dr.  
Suite 200  
Tysons, VA 22102  
703.442.7800  
[vika.com](http://vika.com)

**AREA #3**

**DECEMBER 29, 2020**

**DESCRIPTION OF  
A PORTION OF  
GLORUS ROAD  
50' RIGHT-OF-WAY  
DEED BOOK 1099 PAGE 404  
FAIRFAX COUNTY, VIRGINIA**

Being a portion of Glorus Road, fifty-foot right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at an iron pipe found lying on the westerly right-of-way line of said Glorus Road, said iron pipe found also marking the common easterly corner between the property of Afshar M. Reza (Parcel 10A), as recorded in Deed Book 21616 at Page 1753, and the property of Stonecroft Lee LLC (Parcel 10), as recorded in Deed Book 25987 Page 16, all among the aforesaid Land Records; thence running with the said westerly right-of-way line of Glorus Road and with the easterly line of Parcel 10

1. North 07°37'51" East, 299.61 feet to a point on the southerly right-of-way line of Adkins Road, fifty-foot (50') right-of-way, as recoded in Deed Book 1099 at Page 404, said point being the northeasterly most corner of the aforesaid Parcel 10; thence leaving the said westerly line of Glorus Road and running so as to cross and include a portion of Glorus Road the following three (3) courses and distances, with said southerly right-of-way line of Adkins Road
2. North 88°59'22" East, 25.29 feet to a point on the centerline of the aforesaid Glorus Road; thence with said centerline
3. South 07°37'51" West, 300.18 feet to a point; thence leaving said centerline
4. North 89°44'05" West, 25.21 feet to the point of beginning and containing 7,497 square feet or 0.17211 acres of land more or less.

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**VIKA Virginia, LLC**

8180 Greensboro Dr.

Suite 200

Tysons, VA 22102

703.442.7800

[vika.com](http://vika.com)**AREA #4****DECEMBER 29, 2020**

**DESCRIPTION OF  
A PORTION OF  
GLORUS ROAD  
50' RIGHT-OF-WAY  
DEED BOOK 1099 PAGE 404  
FAIRFAX COUNTY, VIRGINIA**

Being a portion of Glorus Road, fifty-foot right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at a point marking the intersection of the easterly right-of-way line of said Glorus Road with the northerly right-of-way line of Thompson Road, fifty-foot (50') right-of-way, as recorded in Deed Book 1099 at Page 404, among the aforesaid Land Records, said point also being the southwest corner of the property of CFS Thompson, LLC (Parcel 12), as recorded in Deed Book 24654 at Page 237, among the aforesaid Land Records; thence running with the said northerly right-of-way line of Thompson Road

1. North 75°59'07" West, 25.16 feet to a point on the centerline of said Glorus Road; thence leaving the said northerly line of Thompson Road and running so as to cross and include a portion of said Glorus Road the following three (3) courses and distances, with said centerline of Glorus Road
2. North 07°37'51" East, 597.82 feet to a point; thence leaving said centerline
3. South 80°59'14" East, 25.01 feet to point on the easterly right-of-way line of said Glorus Road, said point marking the westerly common corner between the property of Wayne and Sue Gagner (Parcel 11B), as recorded in Deed Book 5445 at Page 482 and the aforesaid CFS Thompson, LLC (Parcel 12); thence running with said easterly right-of-way of Glorus Road and with the westerly line of Parcel 12
4. South 07°37'51" West, 600.01 feet to the point of beginning and containing 14,973 square feet or 0.34373 acres of land more or less.

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**VIKA Virginia, LLC**  
8180 Greensboro Dr.  
Suite 200  
Tysons, VA 22102  
703.442.7800  
[vika.com](http://vika.com)

**AREA #5**

**DECEMBER 21, 2020**

**DESCRIPTION OF  
A PORTION OF  
GLORUS ROAD  
50' RIGHT-OF-WAY  
DEED BOOK 1099 PAGE 404  
FAIRFAX COUNTY, VIRGINIA**

Being a portion of Glorus Road, fifty-foot right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at a point on the easterly right-of-way line of said Glorus Road, said point marking the common westerly corner between the property of Wayne and Sue Gangner (Parcel 11B), as recorded in Deed Book 5445 at Page 482, and the property of CFS Thompson LLC (Parcel 12), as recorded in Deed Book 24654 at Page 237 all among the aforesaid Land Records; thence departing said easterly right-of-way and running so as to cross and include a portion of Glorus Road the following three (3) courses and distances:

1. North 80°59'14" West, 25.01 feet to a point on the centerline of said Glorus Road; thence with said centerline
2. North 07°37'51" East, 155.12 feet to a point; thence leaving said centerline
3. South 83°42'20" East, 25.01 feet to a point, said point being the common corner of Stonecroft Lee LLC (Parcel 11) as recorded in Deed Book 25987 at Page 16, and the aforesaid Gagner (Parcel 11B); thence running with the easterly right-of-way of said Glorus Road and with the westerly line of said Parcel 11B
4. South 07°37'51" West, 156.30 feet to the point of beginning and containing 3,893 square feet or 0.08937 acres of land more or less.



VIKA Virginia, LLC  
8180 Greensboro Dr.  
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Tysons, VA 22102  
703.442.7800  
[vika.com](http://vika.com)

AREA #6

DECEMBER 29, 2020

DESCRIPTION OF  
A PORTION OF  
GLORUS ROAD  
50' RIGHT-OF-WAY  
DEED BOOK 1099 PAGE 404  
FAIRFAX COUNTY, VIRGINIA

Being a portion of Glorus Road, fifty-foot right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at a point marking the intersection of the easterly right-of-way line of said Glorus Road with the southerly right-of-way line of Adkins Road, fifty-foot (50') right-of-way, as recorded in Deed Book 1099 at Page 404, among the aforesaid Land Records, said point also being the northwesterly most corner of Stonecroft Lee, LLC (Parcel 11), as recorded in Deed Book 25987 at Page 16, among the aforesaid Land Records; thence leaving said southerly line of Adkins Road and running with the said easterly right-of-way line of Glorus Road and with the westerly line of Parcel 11

1. South 07°37'51" West, 184.49 feet to a point, said point marking the common corner to the property of the aforesaid Stonecroft Lee, LLC and Wayne and Sue Gagner (Parcel 11B), as recorded in Deed Book 5445 at Page 482; thence leaving the said easterly line of Glorus Road and running so as to cross and include a portion of Glorus Road the following three (3) courses and distances:
2. North 83°42'20" West, 25.01 feet to a point on the centerline of Glorus Road; thence with said centerline
3. North 07°37'51" East, 181.27 feet to point on the aforementioned southerly right-of-way line of Adkins Road; thence running with the said southerly right-of-way line
4. North 88°59'22" East, 25.29 feet to the point of beginning and containing 4,572 square feet or 0.10496 acres of land more or less.

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**NOTES:**

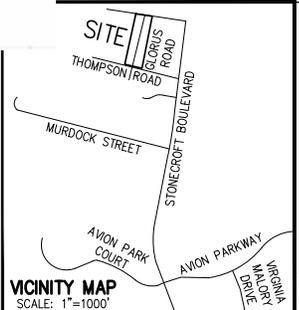
1. THE ADJACENT PROPERTIES SHOWN HEREON ARE IDENTIFIED ON FAIRFAX COUNTY TAX ASSESSMENT MAP NO. 033-2-02-0010, 033-2-02-0010A, 033-2-02-0010B, 033-2-02-0011, 033-2-02-0011B AND 033-2-02-0012 AND ARE ZONED I-5 AND I-3.
2. THE SUBJECT PROPERTIES ARE LOCATED IN ZONE "AE" (SPECIAL FLOOD HAZARD AREA) AND ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP (FIRM) NUMBER 51059C0115E, COMMUNITY PANEL 115, FOR FAIRFAX COUNTY VIRGINIA, DATED SEPTEMBER 17, 2010, ZONE "X"
3. THIS PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE HORIZONTAL DATUM OF VIRGINIA STATE GRID NORTH 1983 (VCS 83)
4. THE HORIZONTAL CLOSURE AND ACCURACY OF THE SURVEY CONTROL USED TO PERFORM THIS SURVEY IS 1:125.422 WHICH EXCEEDS THE MINIMUM PRECISION OF 1:20,000 WITH THE ATTENDANT ANGULAR CLOSURE WHICH SUSTAINS THE ERROR OF CLOSURE.
5. THE BOUNDARY INFORMATION SHOWN HEREON IS A COMPILATION OF A FIELD RUN BOUNDARY SURVEY (PARCELS 10A AND 10B) PERFORMED BY VIKI VIRGINIA, LLC AND FROM INFORMATION OF RECORD DEEDS AND/OR PLATS.
6. ALL KNOWN PLOTTABLE EASEMENTS OF RECORD ARE SHOWN HEREON. ALL PREVIOUSLY RECORDED R/W, EASEMENTS OR OTHER INTEREST OF THE COUNTY REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SHOWN ON THIS PLAT.
7. NO USE SHALL BE MADE OF, NOR SHALL ANY IMPROVEMENTS BE MADE IN THE FLOOD PLAIN EASEMENT WITHOUT THE SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY.
8. ANY FUTURE EASEMENT OR AUTHORIZATION FOR ELECTRIC, CABLE, TELEPHONE OR GAS SERVICE TO BE FURNISHED TO THE PROPERTY SHOWN ON THIS PLAT SHALL COMPLY WITH THE PROVISIONS OF VIRGINIA CODE 15.2-2241(6).
9. CONSERVATION EASEMENT(S) AS SHOWN, IS/ARE FOR BMP CREDITS, AND IS A WATER QUALITY MANAGEMENT AREA; NO USE SHALL BE MADE OF, NOR SHALL ANY IMPROVEMENTS BE MADE IN, NOR SHALL ANY DISTURBANCE OCCUR IN THE CONSERVATION EASEMENT WITHOUT SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY.
10. FLOODPLAIN AND STORM DRAINAGE EASEMENT AS SHOWN; NO USE OR IMPROVEMENTS SHALL BE MADE, WITHOUT SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY.

**WETLAND NOTE:**

I HEREBY CERTIFY THAT ALL WETLAND PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES.

SIGNATURE: \_\_\_\_\_

OWNER/DEVELOPER: MATAN GLORUS ROAD, LLC, STONECROFT LEE, LLC, CFS THOMPSON, LLC AND WAYNE P.G. AND SUE GAGNER



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**AREA TABULATION:**

EXISTING GLORUS ROAD (PORTIONS VACATED)

AREA 1.....	6,971 SF	OR	0.16003 ACRES
AREA 2.....	8,804 SF	OR	0.20211 ACRES
AREA 3.....	7,497 SF	OR	0.17211 ACRES
AREA 4.....	14,973 SF	OR	0.34373 ACRES
AREA 5.....	3,893 SF	OR	0.08937 ACRES
AREA 6.....	4,572 SF	OR	0.10496 ACRES
TOTAL AREA VACATED.....	46,710 SF	OR	1.07231 ACRES

**SURVEYOR'S CERTIFICATE:**

I, FRANKLIN E. JENKINS, A LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE PROPERTY DELINEATED ON THIS PLAT OF RIGHT-OF-WAY VACATION AND THAT IT IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THE LAND EMBRACED BY THIS PLAT OF RIGHT-OF-WAY VACATION LIES ENTIRELY WITHIN THE BOUNDS OF THE ORIGINAL TRACT, THAT THIS PLAT REPRESENTS AN ACCURATE SURVEY OF THE SAME AND THAT THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 (VCS '83), SEE NOTE 3.

FRANKLIN E. JENKINS  
LICENSED LAND SURVEYOR  
VIRGINIA # 2061



DATED \_\_\_\_\_

<b>APPROVED</b> COUNTY OF FAIRFAX LAND DEVELOPMENT SERVICES ADDRESSING REVIEW BY _____ DATE _____ ADDRESSING REVIEWER	
<b>FINAL PLAT</b> RECOMMENDED FOR APPROVAL FAIRFAX COUNTY LAND DEVELOPMENT SERVICES ALL STREET LOCATIONS AND/OR EASEMENTS CONFORM TO THE REQUIREMENTS OF THIS OFFICE THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER. BY _____ DATE _____ Director, Site Development and Inspection Division or Agent	
<b>APPROVED</b> FOR BOARD OF SUPERVISORS FAIRFAX COUNTY, VIRGINIA BY _____ DATE _____ Director, Land Development Services or Agent APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE _____	

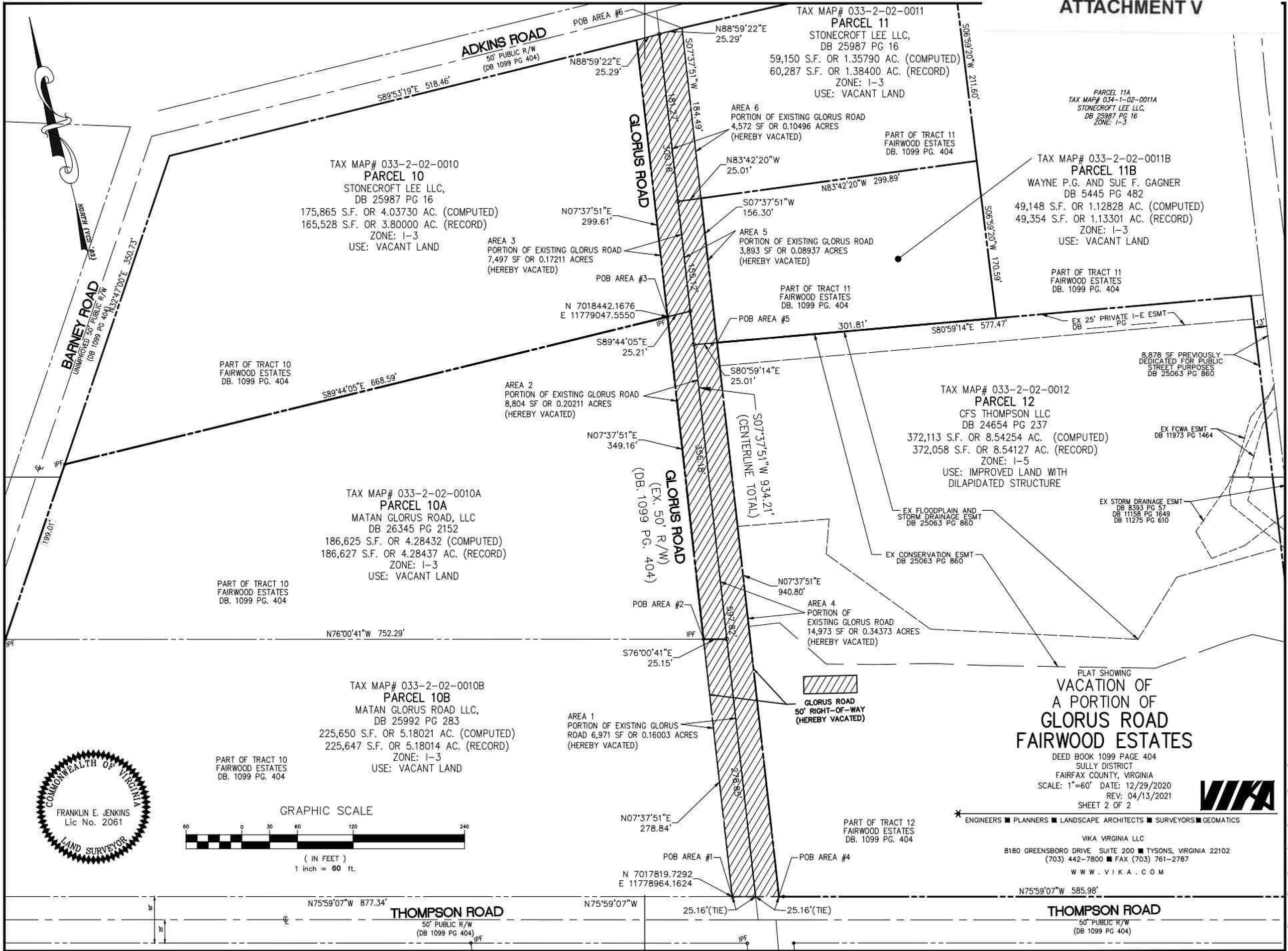
PLAT SHOWING  
 VACATION OF  
 A PORTION OF  
**GLORUS ROAD**  
**FAIRWOOD ESTATES**  
 DEED BOOK 1099 PAGE 404  
 SULLY DISTRICT  
 FAIRFAX COUNTY, VIRGINIA  
 SCALE: AS SHOWN DATE: 12/29/2020  
 REV: 04/13/2021  
 SHEET 1 OF 2



ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ GEOMATICS

VIKI VIRGINIA LLC  
 8180 GREENSBORO DRIVE SUITE 200 ■ TYSONS, VIRGINIA 22102  
 (703) 442-7800 ■ FAX (703) 761-2787  
 WWW.VIKI.COM

FILE: G:\Projects\0136\01366\CADD\SURVEYS\PLATS\01366 RP2 ROW VACATION.dwg USER: mactearf DATE: Apr. 13 2021 TIME: 08:51 am 7137-RP- 7137-SF-002 REGISTRATION: JB



FILE C:\Projects\0130\013068\CADD\SURVEYS\PLATS\013068 RP2 ROW VACATION.dwg USER:mdmcarf DATE: Apr. 14 2021 TIME: 10:08 am

# Glorus Road Vacation

## Sully District



Tax Map 33-2  
\* Denotes Area to be Vacated

THIS DEED OF EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between CFS THOMPSON, LLC, a Virginia limited liability company (Grantor or Party of the First Part), MATAN GLORUS ROAD, LLC (Grantor or Party of the Second Part), WAYNE P. GAGNER and SUE F. GAGNER (Grantee, Party of the Third Part, or Gagner Property) and the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic, its successors and assigns (Grantee, County or Party of the Fourth Part).

**WITNESSETH:**

WHEREAS, Party of the First Part is the owner of certain property by virtue of a vacation ordinance recorded at Deed Book \_\_\_\_\_, Page \_\_\_\_\_, among the land records of Fairfax County (“Vacation Ordinance”), as further depicted as one-half of the area of “Glorus Road Vacation” as bisected by “Property Line=318.96” both as shown on that plat dated December 29, 2020 revised through September 14, 2021 and entitled “Plat Showing 15’ Storm Sewer Easement, 100 Year Flood Plain and 25’ Ingress/Egress Easement, Fairwood Estates” and prepared by Vika Virginia, LLC and incorporated herein (“Plat”); and

WHEREAS, Party of the Second Part is the owner of certain property by virtue of the Vacation Ordinance, as further depicted as one-half of the area of “Glorus Road Vacation” as bisected by “Property Line-318.96” both as shown on the Plat; and

WHEREAS, neither the property of the Party of the First Part nor the property of the Party of the Second part is subject to a lien of any deed of trust, the same having been portions of a dedicated but unconstructed street known as “Glorus Road” prior to the County’s adoption of the Vacation Ordinance; and

WHEREAS, it is the desire of the Party of the First Part to convey a 25’-Ingress-Egress Easement to the Party of the Third Part and to convey a 15’ Storm Sewer Easement and 100 Year Flood Plain and Storm Drainage Easement to the County as shown on the plat; and

WHEREAS, it is the desire of the Party of the Second Part to convey to the County a 15’ Storm Sewer Easement and 100 Year Flood Plain and Storm Drainage Easement to the County as shown on the Plat.

**PRIVATE INGRESS-EGRESS EASEMENT**

NOW THEREFORE, in consideration of the premises of the Party of the First Part hereby grants to the Party of the Third Part, Gagner and successors in title to the Gagner property, a twenty-five (25’) ingress-egress easement as shown on the Plat.

**COUNTY EASEMENTS**

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Party of the First Part and the Party of the Second Part hereby convey the following easements to the County:

A. **Storm Sewer.** Storm Sewer Easement(s) for the purpose of constructing, operating, maintaining<sup>^</sup> adding or altering present or future storm sewage lines, plus necessary inlet structures, manholes, and appurtenant facilities for the collection of sewage and its transmission through and across the Property of the Owner, said Property and Easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement(s) are subject to the following terms and conditions:

1. All sewers, manholes, inlet structures and appurtenant facilities which are installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the said easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the right(s)-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement(s) being conveyed, deemed by it to interfere with the proper and efficient construction, operation, maintenance of said sewers; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the seeding or sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to construct and maintain roadways over the easement(s) and to make any use of the easement(s) herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement(s) by the County for the purposes named, provided, however, that the Owner shall not erect any building or structure, except a fence, on the easement(s) without the prior written approval of the County.

B. **Storm Drainage and Flood Plain.** Storm Drainage and Flood Plain Easements for the purpose of preserving a natural flood plain and drainage way, and/or constructing, operating, maintaining, adding or altering present or future storm drainage facilities, plus necessary inlet structures and appurtenances for the collection of storm drainage and its transmission through and across the Property of the Owner, said Property and Easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein as “100-Yr Floodplain & Storm Drainage Easement”. The easements are subject to the following terms and conditions:

1. All storm drainage and appurtenant facilities which are installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents or assigns shall have full and free use of the said easement(s) and right(s)-of-way for the purposes named, and shall have all rights and

privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the right(s)-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement(s) being conveyed, deemed by it to interfere with the proper construction, operation, and maintenance or enjoyment of said drainage facilities and/or flood plain; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the seeding or sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. No use or improvements shall be made in the easement(s) without the specific written authorization from Fairfax County, and no use shall be made of the easement(s) which would interfere in any way with the natural drainage.

**COVENANTS REAL**

The Parties of the First and Second Part, declares that the agreements and covenants stated in this Deed are not covenants personal, but are covenants real, running with the land.

**FREE CONSENT AND DESIRE**

This Deed is made with the free consent and in accordance with the desire of the undersigned owners, proprietors, and trustees, if any.

**MISCELLANEOUS**

This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Deed may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Deed is in accordance with the Statutes of Virginia and the ordinances in force in Fairfax County governing the platting and subdivision of land and is approved by the proper authorities as evidenced by their endorsement hereto and the Plat.

Witness the following signatures and seals:

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

Executed and approved on behalf of the Board of Supervisors of Fairfax County, Virginia, by the authority granted by said Board.

APPROVED AS TO FORM,

Director, Land Development Service

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Project Manager II  
Customer & Technical Support

COMMONWEALTH OF VIRGINIA:  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me by Kenneth R. Williams, Project Manager II, Customer & Technical Support, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires:  
Commission ID #: \_\_\_\_\_

CFS THOMPSON, LLC

By: \_\_\_\_\_  
Title

COMMONWEALTH OF VIRGINIA:  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me by \_\_\_\_\_, this day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires:  
Commission ID #:

MATAN GLORUS ROAD, LLC

By: \_\_\_\_\_  
Title

COMMONWEALTH OF VIRGINIA:  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
this        day of        , 2021.

\_\_\_\_\_  
Notary Public

My commission expires:  
Commission ID #:



PARCEL 10  
TAX MAP# 0332-02-0010  
STONECROFT LEE LLC,  
DB 25987 PG 16  
ZONE: I-3

PARCEL 11B  
TAX MAP# 0332-02-0011B  
WAYNE P.G. AND SUE F. GAGNER  
DB 5445 PG. 482  
ZONE: I-3

TAX MAP# 033-2-02-0010A  
**PARCEL 10A**  
MATAN GLORUS ROAD, LLC  
DB 26345 PG 2152  
186,625 S.F. OR 4.28432 AC. (COMPUTED)  
186,627 S.F. OR 4.28437 AC. (RECORD)  
ZONE: I-3  
USE: VACANT LAND

N 7018406.1592  
E 11779067.9541

S80°59'14"E 615.29'

S80°59'14"E  
25.05'

GLORUS ROAD  
VACATION IN  
DB ----- PG -----

S08°22'02"W  
179.23'  
(TIE)

25' INGRESS/EGRESS EASEMENT  
(HEREBY GRANTED)

S07°38'07"W  
600.01'

N07°44'45"E  
220.52'

TAX MAP# 033-2-02-0012  
**PARCEL 12**  
CFS THOMPSON LLC  
DB 24654 PG 237  
372,113 S.F. OR 5.54254 AC. (COMPUTED)  
372,058 S.F. OR 8.54128 AC. (RECORD)  
ZONE: I-5  
USE: IMPROVED LAND WITH  
DILAPIDATED STRUCTURE

N76°00'41"W 777.44'

15' STORM SEWER  
DRAIN EASEMENT  
(HEREBY GRANTED)

PROPERTY LINE  
=278.85'

PLAT SHOWING  
**15' STORM SEWER EASEMENT  
AND  
25' INGRESS/EGRESS  
EASEMENT  
FAIRWOOD ESTATES**

DEED BOOK 1099 PAGE 404  
SULLY DISTRICT  
FAIRFAX COUNTY, VIRGINIA  
SCALE: 1"=50' DATE: 12/29/2020  
REV: 08/16/2021  
SHEET 2 OF 2



ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ GEOMATICS

VIKA VIRGINIA LLC  
8180 GREENSBORO DRIVE SUITE 200 TYSONS, VIRGINIA 22102  
(703) 442-7800 ■ FAX (703) 761-2787  
WWW.VIKA.COM

TAX MAP# 033-2-02-0010B  
**PARCEL 10B**  
MATAN GLORUS ROAD LLC,  
DB 25992 PG 283  
225,650 S.F. OR 5.18021 AC. (COMPUTED)  
225,647 S.F. OR 5.18014 AC. (RECORD)  
ZONE: I-3  
USE: VACANT LAND

N08°26'36"E  
176.18'

4.75'

15.00'

N84°01'43"W  
26.67'

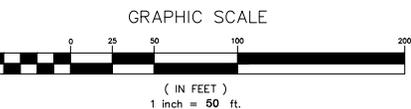
N06°26'05"E  
25.13'

25.16'(TIE)

N75°59'07"W 624.23'

N 7017813.6371  
E 11778988.5694

TIE=22.07'



N75°59'07"W 902.50'

**THOMPSON ROAD**  
50' PUBLIC R/W  
(DB 1099 PG 404)

**THOMPSON ROAD**  
50' PUBLIC R/W  
(DB 1099 PG 404)

RECORDATION: PG DB XXXX-SP-XXX XXXX-RP-XXX DATE: Aug. 16 2021 TIME: 0:13 pm USER: Jenkins DATE: Aug. 16 2021 TIME: 0:13 pm FILE: G:\Projects\8158\8158B\CADD\SURVEYS\PLATS\8158B RP3 STORM EASEMENT.dwg

Board Agenda Item  
October 5, 2021

ACTION - 1

Approval of a Resolution to Authorize the Sale of Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Bonds, Series 2021A for the Stormwater/Wastewater Facility (Braddock District), Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Refunding Bonds, Series 2021B for the Merrifield Human Services Center and Providence Community Center (Providence District) Refinancing, Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Refunding Bonds, Series 2021C for the Workhouse Arts Center, South County High School and Laurel Hill Golf Course (Mount Vernon District) Refinancing, and Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Refunding Bonds, Series 2021D for the Public Safety Headquarters (Braddock District) and School Administration Building (Providence District) Refinancing

ISSUE:

Board approval of a resolution requesting the Fairfax County Economic Development Authority (“EDA”) to issue Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Bonds, Series 2021A for the Stormwater/Wastewater Facility (Braddock District). While project bids will be opened in late October, the County currently estimates that the EDA Bonds will be issued to fund up to \$93 million in project costs (plus issuance expenses) following the verification of all bids.

The resolution also requests approval of Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Refunding Bonds, Series 2021B for the Merrifield Human Services Center and Providence Community Center (Providence District) refinancing, Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Refunding Bonds, Series 2021C for the Workhouse Arts Center, South County High School and Laurel Hill Golf Course (Mount Vernon District) refinancing, and Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Refunding Bonds, Series 2021D for the Public Safety Headquarters (Braddock District) and School Administration Building (Providence District) refinancing.

RECOMMENDATION:

The County Executive recommends Board approval of the attached Resolution which, among other things:

1. Requests the EDA to issue facilities revenue and refunding bonds for the aforementioned Projects.

Board Agenda Item  
October 5, 2021

2. Approves the form of the Installment Purchase Contract, Fifth Supplemental Trust Agreement, Preliminary Official Statement, Bond Purchase Agreement (including the Continuing Disclosure Agreement), Direct Bond Purchase Agreement, and the Subordinate Wastewater Bond (collectively, the Documents), containing substantially the same terms and provisions as Attachments 4-9.
3. Authorizes the Board of Supervisors' Chairman and Vice-Chairman to approve additions, deletions, and modifications to the Installment Purchase Contract and Subordinate Wastewater Bond.
4. Authorizes the County Executive and the Chief Financial Officer to approve additions, deletions and modifications to the Installment Purchase Contract, Fifth Supplemental Trust Agreement, Preliminary Official Statement, Bond Purchase Agreement (including the Continuing Disclosure Agreement), and Direct Bond Purchase Agreement.
5. Authorizes the execution and delivery of each of the Documents; and
6. Authorizes the Board of Supervisors' Chairman, Vice Chairman, the County Executive or the Chief Financial Officer to determine and approve certain details of the transaction.

TIMING:

Board action is requested on October 5, 2021.

BACKGROUND:

On September 7, 2021, County staff provided a Not in Package (NIP) to the Board in advance of this Action Item. The NIP provided a comprehensive overview on the plan of finance for the components and timeline associated with the bond sale and is summarized as follows.

**EDA Facilities Revenue Bonds, Series 2021A – \$93 million (new money)**

County staff recommends that the EDA issue a new money bond to finance \$93 million associated with the construction of a joint Stormwater and Wastewater Facility. This facility will consolidate Stormwater functions and operations with Wastewater functions to maximize efficiencies and provide for future growth requirements. The Stormwater Planning Division (SWPD), the Maintenance and Stormwater Management Division (MSMD), the Wastewater Collections Division (WCD) and the Wastewater Planning and Monitoring Division (WPMD) will be co-located at one facility. Both Planning Divisions currently work out of the Government Center and the MSMD operates from the West Drive location. MSMD has outgrown the West Drive facilities which are aging and are restricted for expansion by the City of Fairfax. The WCD works from the Robert McGrath facility on Freds Oak Road and is in need of a complete renovation because of

Board Agenda Item  
October 5, 2021

its age. The consolidated facility will provide additional infrastructure and efficiencies for operations, and incorporate systems and features to achieve the County's sustainability goals. The facility will support resiliency and provide stormwater and wastewater day-to-day maintenance and emergency field operational support.

This project has been included annually in the County's Capital Improvement Program since FY 2009, included in presentations to the Board of Supervisors Environmental Committee, and referenced in all documents related to the sale of the West Drive MSMD parcels to the City of Fairfax.

The approved total project estimate is \$98 million. Based on the current construction market escalation and the bidding climate, the Department of Public Works and Environmental Services (DPWES) projects that the total project cost may increase to \$103 million, pending competitive bid results. Current construction market costs are being impacted by material price increases, material shortages, delivery and shipping delays, supply chain demands, and an increase in labor wage rates compounded by a shortage of labor. Stormwater Service Fee revenue of \$10 million was reserved for the design phase of the project in 2017 and the remaining \$93 million is programmed to be financed by the EDA Bonds. The breakdown of funding sources between the two funds is provided as follows:

<b>Funding Source</b>	<b>Cash</b>	<b>Bond</b>	<b>Total</b>
Stormwater	\$10,000,000	\$68,000,000	\$78,000,000
Wastewater		25,000,000	25,000,000
<b>Total</b>	<b>\$10,000,000</b>	<b>\$93,000,000</b>	<b>\$103,000,000</b>

Staff recommends Board adoption of an authorizing resolution that will incorporate an amount up to \$93 million to provide for flexibility of the timing and potential market changes between Board approval and the actual date of the bond sale. Further, the competitive bid results for construction of the project will be known before the bonds are sold and the bond sizing may be adjusted downward, if warranted. Based on market conditions as of August 2021, the estimated debt service for this project would be \$5.7 million annually. The first interest payment will be made in FY 2022, and the first principal and interest payment will be made in FY 2023. Debt Service will be repaid on a pro rata basis by the Stormwater Fund for \$4.2 million (73 percent) and Wastewater Fund on a subordinate basis for \$1.5 million (27 percent).

Staff recommends financing the joint Stormwater/Wastewater Facility by issuing the EDA Bonds on behalf of the County rather than by issuing parity wastewater revenue bonds because the Wastewater fund will support only 27 percent of the financing costs of the facility. Staff thus recommends that the County issue the Subordinate

Wastewater Bond to the EDA to evidence its pledge of sewer revenues to reimburse the County for the Wastewater component of the debt service on the EDA Bonds. Unlike the Sewer Revenue Bonds issued earlier this year on a first-priority basis, the Subordinate Wastewater Bond is not subject to the 1985 Wastewater General Bond Resolution's financial criteria applicable to the issuance of additional first-priority debt – 125 percent rate covenant (e.g. net revenues required to be generated divided by debt service), additional bonds test (metrics to be met prior to the issuance of additional Sewer Revenue bonds), and the funding of a debt service reserve (typically equivalent to one year of debt service). Further, it would preserve the cushions available for these financial covenants for future Wastewater Revenue Bonds, next anticipated to be issued in 2023/2024 and beyond. Because the security for the EDA Bonds will be the County's typical pledge (i.e., subject to annual appropriation, to make payments sufficient to pay debt service), the County anticipates the subordinated nature of payments from the Wastewater fund will have no negative impact on the pricing or marketability of the EDA Bonds.

*Series 2021A – Green Bonds Designation*

Investor interest in Environmental, Social, and Governance (ESG) factors in recent years has rapidly increased driven in part by growing costs and frequency associated with climate change and severe weather events; along with social inequities, heightened by the current health pandemic. To be responsive to investor demand for ESG investment, bond issuers can sell bonds designated as “Green Bonds” if such bonds are issued to raise capital to support climate-related or environmentally friendly projects. Issuing Green Bonds can proactively address investor interest in ESG factors, potentially diversify and expand the County's investor base, and align with the County's environmental priorities. To date, there has not been any consistent correlation to price savings for comparative Green Bonds and non-Green Bonds sold in the municipal market. The County's Financial Advisor recommends and County staff agree that the Series 2021A bonds be designated as Green Bonds. For this project, the County will target Leadership in Energy and Environmental Design (LEED) Gold Certification, and highlight energy performance improvement and sustainable features. In addition, the County has selected an underwriting team, from its Underwriting Pool approved by the Board in March 2021. The senior managing underwriter, Siebert Williams Shank & Company (SWS), LLC, has relevant experience marketing Green Bonds to traditional as well as new investors. SWS is nationally recognized as a majority women-owned and majority minority-owned firm. The underwriting team for the Green Bonds also includes Citigroup Global Markets and Raymond James serving as co-managers.

Further, the County has selected Kestrel Verifiers to provide a third-party verification for the project to be properly labeled Green Bonds and adhere to current guidelines, best practices, and disclosure to investors. Kestrel Verifiers has produced numerous equivalent reports for other municipal bond issuers.

Board Agenda Item  
October 5, 2021

*Series 2021A Board Approval Process*

Per the Code of Virginia Section 15.2-2606, a two-step process is required for Board approval of the Subordinate Wastewater Revenue Bond in connection with the EDA Bonds Series 2021A. First, the County must advertise a public hearing on the issuance of the Subordinate Wastewater Revenue Bond, Series 2021A. Second, a public hearing must then be held on this Bond. County staff submitted an Administrative Item as part of the September 14, 2021 Board meeting to obtain authorization to advertise a public hearing for the Subordinate Wastewater Revenue Bond, Series 2021A on October 5, 2021. Following the public hearing later today, the Board would then vote on the resolution for the Subordinate Wastewater Revenue Bond. This would memorialize the Wastewater system to pay for its allocable share of debt service on the facility.

In addition, as part of this Action Item, County staff recommends that the Board approve the issuance of the EDA Bonds, Series 2021A, including the Series 2021B, 2021C, and 2021D to formally proceed with the bond sale for this facility. The County will pledge, subject to annual appropriation, to make payments sufficient to pay debt service on the EDA Bonds. The Stormwater portion of the debt service will be programmed in Fund 40100, Stormwater Services. As standard with most Action Items before the Board, this is on the agenda for the morning portion of the Board Meeting. However, staff recommends deferring consideration of this Action Item until the afternoon to follow the public hearing, and subsequent Board vote on the Subordinate Wastewater Revenue Bond. This would allow all items associated with this bond sale to be voted on in succession.

County staff anticipates this plan of finance to be considered by the EDA as part of their October 11, 2021 meeting. This is the same plan of finance and bond documentation that was utilized in four previous series of Fairfax County EDA Facilities Revenue Bonds: School Board Central Administration Building in 2005, Merrifield Human Services Center/Providence Community Center in 2012, Public Safety Headquarters/Workhouse Arts Foundation in 2014, and the Lewinsville Project in 2017. Details of this refinancing portion are described in greater detail below.

The bond sale is currently anticipated for late October 2021 with financial closing in the weeks after the bond sale.

Several maturities of the previously issued EDA Facilities Revenue Bonds, which were referenced above, are also refinancing candidates. Accordingly, County staff recommends as part of the overall bond resolution, Board approval of additional series of EDA Facilities Revenue Refunding Bonds seeking to generate debt service savings and cost efficiencies associated with selling the bonds. The refunding bonds are segregated into three series based on the eligible tax status of the bonds (i.e., taxable

Board Agenda Item  
October 5, 2021

vs. tax-exempt) and the planned sale method (i.e., public sale vs. direct purchase). Background on the Series and respective projects is summarized as follows.

**Fairfax County EDA Facilities Revenue Refunding Bonds, Series 2021B (refinancing) - \$14.7 million**

*Merrifield Human Services Center and Providence Community Center*

On March 20, 2012, the Board of Supervisors approved a plan of finance that provided funding for the design and construction of a building to serve as a mental health facility for the County and the construction of a related parking garage (Merrifield Human Services Center), and the construction of a building to serve as a neighborhood community center in the Providence District of the County (Providence Community Center). County staff recommends that these bonds should be refunded on a tax-exempt basis based on the call date of the bonds. There is no new money sale component on this project, and only savings are sought from refunding outstanding debt. Consistent with County policy, there will be no extension of the original maturities on the bonds.

Assuming market conditions as of August 2021, the Series 2021B bonds would generate net present value savings of approximately \$4.6 million of the refunded par amount. Actual savings and the total amount refunded will be dependent upon bond market conditions leading up to the day of the bond sale. SWS will also serve as senior underwriter for the Series 2021B along with Citigroup Global Markets and Raymond James serving as co-managers. County staff recommends approval of the Series 2021B as part of this Action Item.

**Fairfax County EDA Facilities Revenue Refunding Bonds, Series 2021C (refinancing) - \$52.3 million**

Based on the call dates of the bonds, the original tax status of the debt, and IRS regulations, the County plans to issue taxable bonds to refund the EDA bonds described as follows.

*Laurel Hill Facilities - South County High School and Golf Course*

In June 2003, the EDA issued bonds to finance the then South County Secondary School (now South County High School) and the Laurel Hill Golf Course, which is owned by the Fairfax County Park Authority which pays the associated annual debt service as part of an annual transfer to the County. County staff recommends that these bonds be refunded on a taxable advance basis. There is no new money sale component on these projects, and only savings are sought from refunding outstanding debt. Consistent with County policy, there will be no extension of the original maturities

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on the bonds. The final year of debt service for the South County High School bonds is FY 2023 and the final year of debt service for the Laurel Hill Golf Course bonds is FY 2033. The longer amortization period for the golf course was provided to make annual debt service payments more manageable. While the Laurel Hill facilities bonds were issued by the EDA, the bond documents varied slightly from those bond documents that were used to finance the remaining refinancing candidates described in this document. Staff accordingly recommends as part of the refinancing to revise and consolidate the bond documents for the Laurel Hill facilities to be in line with the other projects.

Upon the advice from Counsel, County staff also requested and received approval of the Fairfax County Park Authority and Fairfax County School Board as part of their respective meetings on September 22, 2021 and September 23, 2021.

#### *Workhouse Arts Center*

In June 2014, the EDA issued bonds to provide funds to permanently finance the leasehold acquisition from the Lorton Arts Foundation (LAF), LLC, of the Workhouse Arts Center located in Lorton, Virginia, for a price sufficient to retire all of its indebtedness relating to the Workhouse Arts Center. The bonds were sold on a taxable basis to provide more flexibility with potential redevelopment opportunities on the campus. There is no new money sale component for the campus, and only savings are sought from refunding the outstanding debt. Consistent with County policy, there will be no extension of the original maturities on the bonds.

Assuming market conditions as of August 2021, the Series 2021C bonds would generate net present value savings of approximately \$1.4 million of the refunded par amount. Actual savings and the total amount refunded will be dependent upon bond market conditions leading up to the day of the bond sale. Wells Fargo Bank N.A. will serve as senior underwriter for the Series 2021C along with Citigroup Global Markets and Raymond James serving as co-managers. County staff recommends approval of the Series 2021C as part of this Action Item.

#### **Fairfax County EDA Facilities Revenue Refunding Bonds, Series 2021D (refinancing) - \$111.4 million**

Through the County's existing underwriting pool, and as part of its proposal related to this bond sale, Wells Fargo Bank N.A. proposed to directly purchase (through an affiliate) a portion of the planned refunding bonds at a lower cost than the County is expected to receive in the capital markets. County staff plans to evaluate this alternative and provided the debt service savings remain strong, refund a portion of the EDA bonds using this direct purchase option. Under this option, the refunding bonds

would begin as taxable but could convert to tax-exempt at the call date in 2024, if certain conditions are met, such as delivery of a tax opinion from the County's bond counsel. The Series 2021D would refund the following projects.

*Public Safety Headquarters*

In June 2014, the EDA issued bonds to finance the costs of the construction of the Public Safety Headquarters to replace the aging and deteriorating Massey Building. County staff recommends that these bonds should be refunded on a taxable advance basis. There is no new money sale component on this project, and only savings are sought from refunding outstanding debt. Consistent with County policy, there will be no extension of the original maturities on the bonds. Actual savings and the total amount refunded will be dependent upon bond market conditions leading up to the day of the bond sale.

*School Administration Building*

In January 2005, the EDA issued bonds to finance the purchase of an existing office building and adjacent land for use by the School Board as an administration building. Fairfax County Public Schools pays the annual debt service costs as part of a transfer to the County. In June 2014, these bonds were refunded as part of the financing for the Public Safety Headquarters. The final year of debt service for these bonds is FY 2035. There is no new money sale component for the campus, and only savings are sought from refunding the outstanding debt. Consistent with County policy, there will be no extension of the original maturities on the bonds.

Assuming market conditions as of August 2021, the Series 2021D bonds would generate net present value savings of approximately \$10.2 million of the refunded par amount. Actual savings and the total amount refunded will be dependent upon bond market conditions leading up to the day of the bond sale. County staff recommends approval of the Series 2021D as part of this Action Item.

Attachments 2 through 9 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.

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**Summary Timeline**

Date	Item
September 14, 2021	Authorization to Advertise a Public Hearing on the Proposed Pledge of Sewer System Revenues on a Subordinate basis in conjunction with Fairfax County EDA Facilities Revenue Bonds, Series 2021A (Braddock District).
September 22, 2021	Fairfax County Park Authority considers bond refinancing documents for Laurel Hill Golf Course
September 23, 2021	Fairfax County Public Schools considers bond refinancing documents for South County High School
October 5, 2021 (a.m.)	<p>Action Item – Approval of a Resolution to Authorize the Sale of Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Bonds, Series 2021A for the Stormwater/Wastewater Facility (Braddock District), Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Refunding Bonds, Series 2021B for the Merrifield Human Services Center and Providence Community Center (Providence District) refinancing, Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Refunding Bonds, Series 2021C for the Workhouse Arts Center, South County High School and Laurel Hill Golf Course (Mount Vernon District) refinancing, and Fairfax County Economic Development Authority – Fairfax County Facilities Revenue Refunding Bonds, Series 2021D for the Public Safety Headquarters (Braddock District) and School Administration Building (Providence District) refinancing.</p> <p><u>Staff recommends deferring this vote until the afternoon following the related 3:30 p.m. public hearing of the Wastewater Subordinate Bond.</u></p>
October 5, 2021 (3:30 p.m.)	Public Hearing on the Proposed Issuance of a Subordinate Wastewater Revenue Bond Series 2021A in connection with Fairfax County Economic Development Authority Fairfax County Facilities Revenue Bonds, Series 2021A (Braddock District).
October 11, 2021	Fairfax County Economic Development Authority considers Fairfax County EDA Facilities Revenue Bonds, Series 2021A, 2021B, and 2021C

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Late October 2021	Bond Sale associated with the Fairfax County EDA Facilities Revenue Bonds, Series 2021A and Fairfax County EDA Facilities Revenue Bonds, Series 2021B and 2021C.
Early November 2021	Closing on the Fairfax County EDA Facilities Revenue Bonds, Series 2021A and Fairfax County EDA Facilities Revenue Bonds, Series 2021B and 2021C.

**Bond Sale Summary**

	<b>Series 2021A – Tax-Exempt</b>	<b>Series 2021B – Tax-Exempt</b>	<b>Series 2021C – Taxable</b>	<b>Series 2021D – Convertible Direct Purchase</b>
<b>Purpose</b>	Stormwater / Wastewater Facility  (Wastewater portion via Subordinate Wastewater Bond)	Refund previously issued EDA bonds – Merrifield Center, Providence Community Center	Refund previously issued EDA bonds - Workhouse Arts Foundation, South County High School, Laurel Hill Golf Course	Refund previously issued EDA bonds – Public Safety Headquarters, School Administration Building
<b>Estimated Par Amount</b>	\$93 million	\$14.7 million	\$52.4 million	\$111.4 million
<b>Board Approvals</b>	BOS, EDA	BOS, EDA	FCPA, FCPS, BOS, EDA	FCPS, BOS, EDA
<b>Source Debt Service Payment</b>	Stormwater, Wastewater Funds	County Debt Fund	County Debt Fund	County Debt Fund

**FISCAL IMPACT:**

The County will utilize bond financing for the \$93.0 million total project estimate of the Series 2021A Stormwater/Wastewater Facility through the Fairfax County EDA. Project costs will be charged to Project SD-000039, Stormwater Facility, in Fund 40100, Stormwater Services. Based on market conditions as of August 2021, the estimated debt service for this project would be \$5.7 million annually. The first interest payment will be made in FY 2022, and the first principal and interest payment will be made in

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FY 2023. Debt Service will be repaid on a pro rata basis by Fund 40100, Stormwater Services, for \$4.2 million (73 percent) and Fund 69300, Sewer Construction Improvements, on a subordinate basis for \$1.5 million (27 percent). This project has been included in the County's out year financial forecast and debt ratio projections, as cited in the FY 2022-FY 2026 Adopted Capital Improvement Program (With Future Fiscal Years to 2031).

The refinancings associated with the Series 2021B, 2021C, and 2021D would generate net present value savings of approximately \$16.2 million under market conditions as of August 2021. The requested maximum principal amount in the resolution (Attachment 1) for refinancings is \$205 million and provides flexibility for additional series of outstanding EDA bonds to be refinanced as County staff continues to monitor market conditions.

ENCLOSED DOCUMENTS:

Attachment 1: County Resolution of Approval  
Attachment 2: EDA Resolution of Approval  
Attachment 3: Bond Sale Schedule of Events  
Attachment 4: Installment Purchase Contract  
Attachment 5: Fifth Supplemental Trust Agreement  
Attachment 6: Preliminary Official Statement  
Attachment 7: Bond Purchase Agreement (including Continuing Disclosure Agreement)  
Attachment 8: Direct Bond Purchase Agreement  
Attachment 9: Subordinate Wastewater Bond

STAFF:

Rachel O'Dwyer Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
Carey Needham, Deputy Director, Capital Facilities, DPWES  
Ellie Codding, Deputy Director, Stormwater and Wastewater Division, DPWES  
Shahram Mohsenin, Director, Wastewater Planning and Monitoring Division, DPWES  
Christina Jackson, Chief Financial Officer  
Joseph LaHait, Debt Manager, Department of Management and Budget

ASSIGNED COUNSEL:

Patricia McCay, Senior Assistant County Attorney  
Emily Smith, Assistant County Attorney

**RESOLUTION REQUESTING THAT THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY ISSUE ITS FAIRFAX COUNTY FACILITIES REVENUE BONDS SERIES 2021 A (COUNTY FACILITIES PROJECTS) (GREEN BONDS), AND, SUBJECT TO FAVORABLE FINANCIAL MARKET CONDITIONS, ITS FAIRFAX COUNTY FACILITIES REVENUE REFUNDING BONDS SERIES 2021 B (COUNTY FACILITIES PROJECTS), ITS FAIRFAX COUNTY FACILITIES REVENUE REFUNDING BONDS SERIES 2021 C (COUNTY FACILITIES PROJECTS) (FEDERALLY TAXABLE) AND ITS FAIRFAX COUNTY FACILITIES REVENUE REFUNDING BONDS SERIES 2021 D (COUNTY FACILITIES PROJECTS) (FEDERALLY TAXABLE), APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE CONTRACT WITH THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY, ALL FOR THE CONSTRUCTION AND IMPROVEMENT OF A FACILITY TO BE USED BY THE COUNTY AS A CONSOLIDATED PUBLIC WORKS COMPLEX FOR ITS STORMWATER AND WASTEWATER DIVISIONS, AND IF APPLICABLE, REFUNDING CERTAIN OF THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY'S BONDS; APPROVING AND AUTHORIZING THE FORM OF A FIFTH SUPPLEMENTAL TRUST AGREEMENT BETWEEN THE AUTHORITY AND A TRUSTEE, A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT RELATING TO SUCH BONDS; APPROVING AND AUTHORIZING THE FORM OF A BOND PURCHASE AGREEMENT AND THE FORM OF A DIRECT PURCHASE AGREEMENT; AUTHORIZING A CONTINUING DISCLOSURE UNDERTAKING; AUTHORIZING THE ISSUANCE OF A SUBORDINATE SEWER REVENUE BOND; AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AS MAY BE NECESSARY OR REQUIRED.**

**WHEREAS**, the Board of Supervisors (the "Board") of Fairfax County, Virginia (the "County"), has determined to approve the construction and improvement of a facility to be used by the County as a consolidated public works complex for the County's stormwater and wastewater divisions (the "2021 Public Works Project"); and

**WHEREAS**, the Fairfax County Economic Development Authority ("EDA") has previously caused to be executed and delivered a master trust agreement, dated as of January 1, 2005 (the "Master Trust Agreement"), by and between EDA and a predecessor trustee to U.S. Bank National Association, as trustee (the "Trustee"), pursuant to which the EDA may issue bonds to provide financing for the cost of acquiring, improving or constructing County facilities; and

**WHEREAS**, EDA has previously issued its Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) (the "2012 A Bonds") under the Master

Trust Agreement for the purpose of financing the construction and improvement of a mental health center, related parking garage and a community center; and

**WHEREAS**, EDA has previously issued its Revenue Refunding Bonds (Laurel Hill Public Facilities Projects) Series 2012A (the “Laurel Hill Series 2012A Bonds”) under a Trust Agreement for the purpose of providing funds to refinance certain EDA bonds previously issued to finance the construction and improvement of (i) a public high school and (ii) a public golf course and related structures, facilities and equipment; and

**WHEREAS**, EDA has previously issued its Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the “Series 2014 A Bonds”) under the Master Trust Agreement to (i) finance the costs of the construction and improvements on certain property of the County to be used by the County as public safety facility, (ii) refund certain outstanding EDA bonds, (iii) pay certain interest costs on the Series 2014 A Bonds through October 1, 2016, and (iv) pay costs in connection with the issuance of the Series 2014 A Bonds; and

**WHEREAS**, EDA has previously issued its Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the “Series 2014 B Bonds”) under the Master Trust Agreement to (i) finance the cost on a permanent basis the acquisition from LAF, LLC, of its leasehold interest in the Workhouse Arts Center located at 9601 Ox Road, Lorton, Virginia and (ii) pay costs in connection with the issuance of the Series 2014 B Bonds; and

**WHEREAS**, EDA has previously issued its Fairfax County Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (Federally Taxable) (the “Series 2017 A Bonds”) under the Master Trust Agreement to (i) to finance 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 potential County approved purposes and (ii) pay costs associated with the issuance of Series 2017 A Bonds; and

**WHEREAS**, EDA has previously issued its Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) (the “Series 2017 B Bonds”) under the Master Trust Agreement to (i) refund certain outstanding maturities of the EDA’s Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects), which were issued to finance a portion of the cost of construction of a mental health facility, a related parking garage, and a neighborhood community center and (ii) pay costs associated with the issuance of Series 2017 B Bonds; and

**WHEREAS**, the Board has determined to request EDA to refund certain outstanding Series 2012 A Bonds, Laurel Hill Series 2012A Bonds, Series 2014 A Bonds, Series 2014 B Bonds, Series 2017 A Bonds and Series 2017 B Bonds, subject to favorable financial market conditions (the “Bonds to be Refunded”), to achieve debt service savings (the “Refunding Plan”); and

**WHEREAS**, the County hereby requests EDA to consider a resolution authorizing the financing of certain costs of the construction and improvement of a facility to be used by the

County as a consolidated public works complex for the County's stormwater and wastewater divisions (the "2021 Public Works Project") and the refunding of the Bonds to be Refunded by issuing bonds pursuant to Sections 208 and 209 of the Master Trust Agreement and a Supplemental Agreement (hereinafter defined) and approving the necessary documents to effect such financing and related transactions; and

**WHEREAS**, the Board has determined to approve the form of a fifth supplemental trust agreement (the "Supplemental Agreement") between EDA and the Trustee, supplementing the Master Trust Agreement, that will provide for the issuance of one or more series of Bonds, to be designated "Fairfax County Economic Development Authority Fairfax County Facilities Revenue Bonds Series 2021 A (County Facilities Projects) (Green Bonds)" (the "2021 A Bonds"), "Fairfax County Economic Development Authority Fairfax County Facilities Revenue Refunding Bonds Series 2021 B (County Facilities Projects)" (the "2021 B Bonds"), "Fairfax County Economic Development Authority Fairfax County Facilities Revenue Refunding Bonds Series 2021 C (County Facilities Projects)" (Federally Taxable) (the "2021 C Bonds") and "Fairfax County Economic Development Authority Fairfax County Facilities Revenue Refunding Bonds Series 2021 D (County Facilities Projects)" (Federally Taxable) (the "2021 D Bonds," and together with the 2021 A Bonds, the 2021 B Bonds and the 2021 C Bonds, the "2021 Bonds"); and

**WHEREAS**, there has been presented to the Board a proposed form of an installment purchase contract (the "Installment Purchase Contract") by the terms of which the EDA will sell to the County EDA's interest in the 2021 Public Works Project, and the County will agree to make Basic Payments and Additional Payments (as defined in the Installment Purchase Contract) therefor, on the terms and conditions therein set forth, sufficient to pay the principal of and interest on the 2021 Bonds issued by EDA to pay the cost of the 2021 Public Works Project and refund the Bonds to be Refunded and related expenses; and

**WHEREAS**, there has been presented to the Board a proposed form of a bond purchase agreement (including a letter of representation of the County), between EDA and the underwriters (the "Underwriters") for the 2021 A Bonds, the 2021 B Bonds and the 2021 C Bonds (the "Underwritten Bonds") and approved by the County, which provides, in the event of a negotiated sale for the Underwritten Bonds, for the sale of the Underwritten Bonds to the Underwriters (the "Bond Purchase Agreement"); and

**WHEREAS**, there has been presented to the Board a proposed form of a bond purchase agreement (the "Direct Purchase Agreement") among EDA, the County and Wells Fargo Municipal Capital Strategies, LLC (the "Direct Purchaser"), which provides for the direct sale of the 2021 D Bonds to the Direct Purchaser; and

**WHEREAS**, there has been presented to the Board a proposed Preliminary Official Statement describing the Underwritten Bonds, the security therefor, EDA, the County, the 2021 Public Works Project and the Refunding Plan (the "Preliminary Official Statement"); and

**WHEREAS**, the County will undertake responsibility for any annual and other reports, notices or disclosures that may be required under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, under a

continuing disclosure undertaking in the form of the continuing disclosure agreement presented to the Board (the “Continuing Disclosure Agreement”); and

**WHEREAS**, the Board has adopted a General Bond Resolution authorizing the issuance initially of not exceeding \$179,000,000 Sewer Revenue Bonds and thereafter the issuance of additional and refunding sewer revenue bonds (such resolution as initially adopted on July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further amended and restated on June 26, 1989, further amended and restated on May 18, 2009, effective July 1, 2009, and, as further supplemented and amended from time to time, herein called the “General Sewer Bond Resolution”); and

**WHEREAS**, there has been presented to the Board a proposed form of a subordinate sewer system revenue bond (the “Subordinate Sewer Revenue Bond”) to be issued to EDA to evidence the obligation of the wastewater System (as defined in the General Sewer Bond Resolution) to reimburse the County for the System’s allocable share of the 2021 Public Works Project; and

**WHEREAS**, the Board has duly reviewed and considered the forms of the Supplemental Agreement, the Installment Purchase Contract, the Preliminary Official Statement, the Bond Purchase Agreement, the Direct Purchase Agreement, and the Continuing Disclosure Agreement and has determined that each is in acceptable form; and

**WHEREAS**, the Board has determined to authorize EDA to delegate to each of the Chairman, the Vice Chairman, the Treasurer and the President of EDA (each an “Authorized EDA Officer”) the authority to approve additions, deletions and modifications to the Supplemental Agreement, the Installment Purchase Contract, the Preliminary Official Statement, the Bond Purchase Agreement and the Direct Purchase Agreement, so long as such additions, deletions or modifications are consistent with the provisions of this resolution (this “Resolution”), the execution of any such document or agreement by such Authorized EDA Officer being conclusive evidence of such approval; and

**WHEREAS**, the Board has determined that it is necessary to delegate to the County Executive and the Chief Financial Officer of the County (each a “Delegate”) the power to approve the sale of the 2021 Bonds and the details of these transactions but subject to the guidelines and standards established hereby;

**WHEREAS**, the Board has determined to delegate to the Chairman or Vice Chairman of the Board or a Delegate, as set forth more particularly in this Resolution, the authority to approve additions, deletions and modifications to the Installment Purchase Contract, the Bond Purchase Agreement, the Direct Purchase Agreement, and the Subordinate Sewer Revenue Bond, so long as such additions, deletions or modifications are consistent with the provisions of this Resolution, their execution of any such document or agreement being conclusive evidence of such approval; and

now, therefore,

**BE IT RESOLVED** by the Board as follows:

**SECTION 1.** EDA is hereby requested to authorize and issue no later than June 30, 2022, (i) the 2021 A Bonds in an aggregate principal amount not to exceed \$93,000,000 (which includes underwriting and net bond discounts, closing costs, and issuance expenses), for the purpose of financing the construction and improvement of the 2021 Public Works Project, as provided in the Master Trust Agreement and the Supplemental Agreement, and (ii) the 2021 B Bonds, the 2021 C Bonds and the 2021 D Bonds in an aggregate principal amount not to exceed \$205,000,000 million (which includes underwriting and net bond discounts, closing costs, and issuance expenses), for the purpose of refunding the Bonds to be Refunded, as provided in the Master Trust Agreement and the Supplemental Agreement.

The 2021 Bonds of any series may, upon the approval of the EDA Chairman, the EDA Vice Chairman or other authorized officer, and with the consent of the County Executive or the Chief Financial Officer be sold in a negotiated sale to one or more underwriters, subject to the following conditions: (i) the Financial Advisor to the County shall have recommended that due to financial market conditions such a negotiated sale best serves the interest of the County and (ii) the underwriter(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, 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 or approve the Bond Purchase Agreement or the Direct Purchase Agreement, as applicable, setting forth the terms of the sale of the 2021 Bonds. Such Bond Purchase Agreement and Direct Purchase Agreement shall only be executed (i) if such agreement does not contain any terms contradictory to the provisions of this Resolution or the resolution to be approved by the EDA Board of Commissioners relating to the 2021 Bonds (the “EDA Resolution”) and (ii) the Financial Advisor to the County (the “Financial Advisor”) shall recommend to the County the execution of such agreement.

In the alternative, 2021 Bonds of any series 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. If such 2021 Bonds shall be sold in a competitive sale, such 2021 Bonds are requested to be awarded to the bidder submitting the best bid (determined in accordance with the requirements of a notice calling for bids by underwriters for the purchase of the 2021 Bonds (the “Notice of Sale”) and the terms set forth in the EDA Resolution) and each Delegate is hereby authorized to request EDA to award the 2021 Bonds to such best bidder. The Notice of Sale shall not contain terms or requirements contradictory to the provisions of this Resolution or the EDA Resolution.

**SECTION 2.** The form of the Supplemental Agreement presented to this meeting is hereby approved. Any Authorized EDA Officer is authorized to execute and deliver, in the name and on behalf of EDA, one or more Supplemental Agreements in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by the Authorized EDA Officer executing such Supplemental Agreement, the execution thereof by such Authorized EDA Officer being conclusive evidence of such approval.

**SECTION 3.** The form of the Installment Purchase Contract presented to this meeting is hereby approved. The Chairman or Vice Chairman of the Board or a Delegate, as appropriate, and the Clerk or any Deputy Clerk of the County are, authorized to execute and deliver, in the

name and on behalf of the County, one or more Installment Purchase Contracts in such form and containing substantially the terms and provisions, with such additions, deletions and modifications as shall be approved by those executing such Installment Purchase Contract, their execution thereof being conclusive evidence of such approval.

**SECTION 4.** If 2021 Bonds of any series are sold in a negotiated sale, the form of Bond Purchase Agreement presented to this meeting, providing for the purchase of the Underwritten Bonds, is hereby approved and a Delegate, as appropriate, be, and the same is hereby authorized to execute an approval to such Bond Purchase Agreement and the related letter of representation in such form and containing substantially the same terms and provisions with such additions, deletions and modifications as shall be approved by a Delegate, such execution thereof being conclusive evidence of such approval.

If the 2021 D Bonds are purchased by the Direct Purchaser, the form of Direct Purchase Agreement presented to this meeting, providing for the purchase of the 2021 D Bonds, is hereby approved and a Delegate, as appropriate, be, and the same is hereby authorized to execute an approval to such Direct Purchase Agreement in such form and containing substantially the same terms and provisions with such additions, deletions and modifications as shall be approved by a Delegate, such execution thereof being conclusive evidence of such approval.

**SECTION 5.** If 2021 Bonds of any series are sold in a competitive sale, the distribution, publication and use of the Notice of Sale for purposes of the sale of such 2021 Bonds is hereby approved. Bids shall be received electronically via the BiDCOMP/PARITY Competitive Bidding System or similar electronic based competitive bidding system.

**SECTION 6.** The form of the Preliminary Official Statement is hereby approved and deemed “final” for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The distribution and use by the winning bidders or underwriters of the Underwritten Bonds of a final Official Statement relating to the 2021 Bonds (the “Official Statement”) is hereby approved. The Official Statement shall be completed with the pricing and other information in substantially the form of the Preliminary Official Statement approved this day with such minor additions, deletions and modifications as may be approved by a Delegate.

**SECTION 7.** The form of the Continuing Disclosure Agreement presented to this meeting is hereby approved. Any Delegate is authorized to execute and deliver in the name and on behalf of the County, the Continuing Disclosure Agreement in such form and containing substantially the same terms and provisions with such additions, deletions and modifications as shall be approved by a Delegate, such execution thereof being conclusive evidence of such approval.

**SECTION 8.** The form of the Subordinate Sewer Revenue Bond presented to this meeting is hereby approved. The Subordinate Sewer Revenue Bond shall be in a principal amount not to exceed \$25,000,000, shall bear interest at a rate not to exceed 5.25% per annum and shall mature no later than December 31, 2042. The Subordinate Sewer Revenue Bond shall be issued as a single registered bond without coupons and shall be dated the date of its issue. The Subordinate Sewer Revenue Bond shall be a Subordinate Obligation under the General Sewer Bond Resolution and shall be subordinate and junior in right of payment to Bonds and

Parity Indebtedness, as defined in and to the extent and in the manner set forth in the General Sewer Bond Resolution. The Chairman or Vice-Chairman of the Board are authorized, either acting alone, to execute, by manual or facsimile signature, and Clerk or any Deputy Clerk to the Board is authorized to attest the Subordinate Sewer Revenue Bond and impress, or attach a facsimile of, the seal of the Board and deliver in the name and on behalf of the County. The Subordinate Sewer Revenue Bond shall be in such form and containing substantially the same terms and provisions as the form presented at this meeting, with such additions, deletions and modifications as shall be approved by the Chairman or Vice-Chairman, such execution thereof being conclusive evidence of such approval.

**SECTION 9.** The execution and delivery by the Chairman or Vice Chairman of the Board or a Delegate of the Installment Purchase Contract, the Bond Purchase Agreement, the Direct Purchase Agreement, the Continuing Disclosure Agreement, the Subordinate Sewer Revenue Bond and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of the changes, if any, in the forms thereof and of their authority to execute and deliver such agreements, documents, certificates and closing papers on behalf of the Board.

**SECTION 10.** The members, officers, employees, and agents of the County and EDA and the officers and agents of the Trustee are hereby authorized and directed to do all acts and things, including, without limitation, the execution and delivery of such agreements, documents, certificates and closing papers (including, without limitation, any supplements, modifications, or clarifications of any of documents relating to the Bonds to be Refunded) on behalf of the County required of them by the provisions of the 2021 Bonds, the Master Trust Agreement, the Supplemental Trust Agreement, the Direct Purchase Agreement, the Continuing Disclosure Agreement, the Subordinate Sewer Revenue Bond or the Official Statement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Bonds to be Refunded, the 2021 Bonds, the Master Trust Agreement, the Supplemental Trust Agreement, the Direct Purchase Agreement, the Continuing Disclosure Agreement, the Subordinate Sewer Revenue Bond or the Official Statement and, also to do all acts and things necessary or appropriate to carry out the provisions of this Resolution.

**SECTION 11.** The officers of the Board and the County are authorized to execute one or more certificates evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificate shall be conclusive evidence of the actions or determinations as stated therein.

**SECTION 12.** All actions taken by the Board and the members, officers and employees of the Board in connection with this Resolution, and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by the Board and delivered in connection with this Resolution are hereby ratified and confirmed.

**SECTION 13.** Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. All capitalized terms not defined herein shall have the meanings as set forth in the Master Trust Agreement or the Supplemental Agreement.

**SECTION 14.** This resolution shall take effect immediately upon its adoption.

A Copy Teste:

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Clerk to the Board of County Supervisors

**RESOLUTION AUTHORIZING FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY FAIRFAX COUNTY FACILITIES REVENUE BONDS SERIES 2021 A (COUNTY FACILITIES PROJECTS) (GREEN BONDS), FAIRFAX COUNTY FACILITIES REVENUE REFUNDING BONDS SERIES 2021 B (COUNTY FACILITIES PROJECTS), FAIRFAX COUNTY FACILITIES REVENUE REFUNDING BONDS SERIES 2021 C (COUNTY FACILITIES PROJECTS) (FEDERALLY TAXABLE), AND FAIRFAX COUNTY FACILITIES REVENUE REFUNDING BONDS SERIES 2021 D (COUNTY FACILITIES PROJECTS) (FEDERALLY TAXABLE), AND APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIFTH SUPPLEMENTAL TRUST AGREEMENT PROVIDING FOR THE ISSUANCE OF SUCH BONDS; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE CONTRACT, ALL FOR THE PURPOSE OF PROVIDING FOR THE CONSTRUCTION AND IMPROVEMENT OF A FACILITY TO BE USED BY THE COUNTY AS A CONSOLIDATED PUBLIC WORKS COMPLEX FOR THE COUNTY'S STORMWATER AND WASTEWATER DIVISIONS AND, IF APPLICABLE, REFUNDING CERTAIN OF THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY'S BONDS; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF SUCH BONDS TO UNDERWRITERS; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DIRECT PURCHASE AGREEMENT PROVIDING FOR THE DIRECT SALE OF BONDS TO THE PURCHASER NAMED THEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF ESCROW DEPOSIT AGREEMENTS RELATING TO THE REFUNDING; APPROVING THE FORM AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT RELATING TO SUCH BONDS; GRANTING THE AUTHORITY TO EXECUTE AND DELIVER SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH BONDS AS MAY BE NECESSARY OR APPROPRIATE; DIRECTING THE AUTHENTICATION AND DELIVERY OF SUCH BONDS; AND DELEGATING TO THE CHAIRMAN, THE VICE CHAIRMAN, THE PRESIDENT AND THE TREASURER POWER TO DETERMINE CERTAIN DETAILS OF SUCH BONDS.**

**WHEREAS**, the Board of Supervisors (the "County Board") of Fairfax County, Virginia (the "County"), has determined to approve the construction and improvement of a facility to be used by the County as a consolidated public works complex for the County's stormwater and wastewater divisions (the "2021 Public Works Project"); and

**WHEREAS**, the Fairfax County Economic Development Authority ("EDA") has previously caused to be executed and delivered a master trust agreement, dated as of January 1,

2005 (the “Master Trust Agreement”), by and between EDA and a predecessor trustee to U.S. Bank National Association, as trustee (in such capacity, the “Trustee”), pursuant to which EDA may issue bonds to provide financing for the cost of acquiring, improving or constructing County facilities; and

**WHEREAS**, in accordance with the provisions of the Master Trust Agreement and a Second Supplemental Trust Agreement, dated as of May 1, 2012, EDA issued its \$65,965,000 Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) (the “Series 2012 A Bonds”) for the purpose of providing funds to finance the construction and improvement of certain property to be used by the County, as a mental health facility and as a neighborhood community center and to pay costs in connection with the issuance of the Series 2012 A Bonds; and

**WHEREAS**, in accordance with the provisions of a trust agreement, dated as of June 1, 2003, and a Second Supplemental Trust Agreement, dated as of April 1, 2012 (collectively, the “Laurel Hill Trust Agreement”), each between EDA and U.S. Bank National Association, as successor trustee (in such capacity, the “Laurel Hill Trustee”), EDA issued its \$47,745,000 Revenue Refunding Bonds (Laurel Hill Public Facilities Projects) Series 2012A (the “Laurel Hill Series 2012A Bonds”) for the purpose of providing funds to refinance certain EDA bonds previously issued to finance the construction and improvement of (i) a public high school and (ii) a public golf course and related structures, facilities and equipment, and to pay costs in connection with the issuance of the Laurel Hill Series 2012A Bonds; and

**WHEREAS**, in accordance with the provisions of the Master Trust Agreement and a Third Supplemental Trust Agreement, dated as of June 1, 2014 (the “Third Supplemental Trust Agreement”), between EDA and the Trustee, EDA issued its \$170,690,000 Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the “Series 2014 A Bonds”) to (i) finance the costs of the construction and improvements on certain property of the County to be used by the County as public safety facility, (ii) refund certain outstanding EDA bonds maturities, (iii) pay certain interest costs on the Series 2014 A Bonds through October 1, 2016, and (iv) pay costs in connection with the issuance of the Series 2014 A Bonds; and

**WHEREAS**, in accordance with the provisions of the Master Trust Agreement and the Third Supplemental Trust Agreement, EDA issued its \$30,175,000 Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the “Series 2014 B Bonds”) to (i) finance the cost on a permanent basis the acquisition from LAF, LLC of its leasehold interest in the Workhouse Arts Center located at 9601 Ox Road, Lorton, Virginia and (ii) pay costs in connection with the issuance of the Series 2014 B Bonds; and

**WHEREAS**, in accordance with the provisions of the Master Trust Agreement and a Fourth Supplemental Trust Agreement, dated as of August 1, 2017 (the “Fourth Supplemental Trust Agreement”), between EDA and the Trustee, EDA issued its \$19,060,000 Fairfax County Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (Federally Taxable) (the “Series 2017 A Bonds”) to (i) finance 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 potential County approved purposes and (ii) pay costs associated with the issuance of Series 2017 A Bonds; and

**WHEREAS**, in accordance with the provisions of the Master Trust Agreement and the Fourth Supplemental Trust Agreement, EDA issued its \$31,150,000 Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) (the “Series 2017 B Bonds”) (i) to refund certain outstanding maturities of the Series 2012 A Bonds, which were issued to finance a portion of the cost of construction of a mental health facility, a related parking garage, and a neighborhood community center and (ii) pay costs associated with the issuance of Series 2017 B Bonds; and

**WHEREAS**, the County Board has determined to request EDA to refund certain outstanding Series 2012 A Bonds, Laurel Hill Series 2012A Bonds, Series 2014 A Bonds, Series 2014 B Bonds, Series 2017 A Bonds and Series 2017 B Bonds, subject to favorable financial market conditions (collectively, the “Bonds to be Refunded”), to achieve debt service savings (the “Refunding Plan”); and

**WHEREAS**, the County has requested EDA to consider a resolution authorizing the financing of certain costs of the 2021 Public Works Project and the refunding of the Bonds to be Refunded by issuing bonds pursuant to Sections 208 and 209 of the Master Trust Agreement and a Supplemental Agreement (hereinafter defined) and approving the necessary documents to effect such financing and related transactions; and

**WHEREAS**, EDA has determined to authorize the execution and delivery of a fifth supplemental trust agreement (the “Supplemental Agreement”) that supplements the Master Trust Agreement and together with the Master Trust Agreement will provide for the issuance of one or more series of Bonds, to be designated “Fairfax County Economic Development Authority Fairfax County Facilities Revenue Bonds Series 2021 A (County Facilities Projects) (Green Bonds)” (the “2021 A Bonds”), “Fairfax County Economic Development Authority Fairfax County Facilities Revenue Refunding Bonds Series 2021 B (County Facilities Projects),” (the “2021 B Bonds”), “Fairfax County Economic Development Authority Fairfax County Facilities Revenue Refunding Bonds Series 2021 C (County Facilities Projects) (Federally Taxable)” (the “2021 C Bonds”), and “Fairfax County Economic Development Authority Fairfax County Facilities Revenue Refunding Bonds Series 2021 D (County Facilities Projects) (Federally Taxable),” (the “2021 D Bonds,” and together with the 2021 A Bonds, the 2021 B Bonds and the 2021 C Bonds, the “2021 Bonds”); and

**WHEREAS**, there has been presented to EDA a proposed form of an installment purchase contract by and between EDA and the County (the “Installment Purchase Contract”) by the terms of which EDA will sell to the County EDA’s interest in the 2021 Public Works Project, and the County will agree to make Basic Payments and Additional Payments (as defined in the Installment Purchase Contract) therefor, on the terms and conditions therein set forth, sufficient to pay the principal of and interest on the 2021 Bonds issued by EDA to pay costs of the 2021 Public Works Project, the refunding of the Bonds to be Refunded and related expenses; and

**WHEREAS**, there has been presented to EDA a proposed form of a bond purchase agreement (including a letter of representation of the County), between EDA and the

representative of the underwriters for the 2021 A Bonds, the 2021 B Bonds and the 2021 C Bonds (the “Underwritten Bonds”) to be chosen pursuant to County guidelines and regulations and approved by the County, which provides for the sale of the Underwritten Bonds to the underwriters (the “Bond Purchase Agreement”); and

**WHEREAS**, there has been presented to EDA a proposed form of a bond purchase agreement (the “Direct Purchase Agreement”) among EDA, the County and Wells Fargo Municipal Capital Strategies, LLC (the “Direct Purchaser”), which provides for the direct sale of the 2021 D Bonds to the Direct Purchaser; and

**WHEREAS**, there has been presented to EDA a proposed Preliminary Official Statement describing the Underwritten Bonds, the security therefor, EDA, the County, the 2021 Public Works Project and the Refunding Plan (the “Preliminary Official Statement”); and

**WHEREAS**, EDA has determined to authorize the execution and delivery of one or more escrow deposit agreements (each, an “Escrow Deposit Agreement”) between EDA and U.S. Bank National Association, as escrow agent, providing for the redemption of the Bonds to be Refunded; and

**WHEREAS**, EDA has duly reviewed and considered the forms of the Supplemental Agreement, the Installment Purchase Contract, the Bond Purchase Agreement, the Direct Purchase Agreement, the Preliminary Official Statement, and the Escrow Deposit Agreement and has determined that each is in acceptable form; and

**WHEREAS**, EDA has found and determined that the issuance and sale of the 2021 Bonds on the terms contemplated hereby are in conformity with the purposes of EDA set forth in its Enabling Act (as defined in the Master Trust Agreement) and are in the public interest and otherwise beneficial to the County; and

**WHEREAS**, Sections 208 and 209 of the Master Trust Agreement contemplate that EDA will fix in the Supplemental Agreement the aggregate principal amount of the 2021 Bonds, the maturity dates, the interest rates, the redemption provisions and other details of each thereof and provide for the application of the proceeds thereof; and

**WHEREAS**, the Authority has determined that it is necessary to delegate to the Chairman, the Vice Chairman, the Treasurer and the President of EDA (the “Authorized Officers”) the power to approve the sale of the 2021 Bonds and certain details of the 2021 Bonds that cannot be determined except under the actual market conditions that will obtain when the sale of the 2021 Bonds occurs as herein authorized but all subject to the guidelines and standards established hereby;

**BE IT RESOLVED** by the Fairfax County Economic Development Authority as follows:

**SECTION 1.** There are hereby authorized to be issued on a date no later than June 30, 2022, (i) the 2021 A Bonds in an aggregate principal amount not to exceed \$93,000,000 (which includes underwriting and net bond discounts, closing costs, and issuance expenses), for the purpose of financing the construction and improvement of the 2021 Public Works Project, as

provided in the Master Trust Agreement and Supplemental Agreement, and (ii) the 2021 B Bonds, the 2021 C Bonds and the 2021 D Bonds (collectively the “2021 Refunding Bonds”) in an aggregate principal amount not to exceed \$205,000,000 (which includes underwriting and net bond discounts, closing costs, and issuance expenses) for the purpose of refunding the Bonds to be Refunded.

The Underwritten Bonds may, upon the approval of an Authorized Officer and with the consent of the County Executive or the Chief Financial Officer, be sold in a negotiated sale to one or more underwriters, subject to the following conditions: (i) the Financial Advisor to the County (the “Financial Advisor”) shall have recommended that due to financial market conditions such a negotiated sale best serves the interest of the County and (ii) the underwriter(s) of the bonds shall have been chosen pursuant to County guidelines and regulations. In the event of a negotiated sale, any Authorized Officer is authorized to execute one or more Bond Purchase Agreements, 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 provisions of this resolution (this “Resolution”) or the resolution approved by the County Board relating to the 2021 Bonds (the “County Resolution”) and (ii) the Financial Advisor shall recommend to the County the execution of such agreement.

The 2021 D Bonds may, upon the approval of an Authorized Officer and with the consent of the County Executive or the Chief Financial Officer, be sold in a direct sale to the Direct Purchaser, subject to the following conditions: (i) the Financial Advisor to the County (the “Financial Advisor”) shall have recommended that due to financial market conditions such a direct sale best serves the interest of the County and (ii) the Direct Purchaser shall have been chosen pursuant to County guidelines and regulations. In the event of a direct sale, any Authorized Officer is authorized to execute the Direct Purchase Agreement, setting forth the terms of such direct sale. Such Direct Purchase Agreement shall only be executed (i) if such agreement does not contain any terms contradictory to the provisions of this resolution or the County Resolution relating to the 2021 Bonds and (ii) the Financial Advisor shall recommend to the County the execution of such agreement.

In the alternative, one or more series of such 2021 Bonds 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. If such 2021 Bonds shall be sold in a competitive sale, such 2021 Bonds are requested to be awarded to the bidder submitting the best bid (determined in accordance with the requirements of a notice calling for bids by underwriters for the purchase of such 2021 Bonds (the “Notice of Sale”) and the terms set forth in this Resolution), and any Authorized Officer is authorized to award such 2021 Bonds to such best bidder. The Notice of Sale shall not contain terms or requirements contradictory to the provisions of this Resolution or the County Resolution.

The 2021 Bonds shall be dated and issued on such date and in such principal amount, shall mature on such date or dates, subject to the right of prior redemption, shall bear interest at such rate or rates, payable on such dates and shall have such other details all as shall be specified in the Supplemental Agreement, executed and delivered as herein authorized.

**SECTION 2.** The form of Supplemental Agreement presented to this meeting is hereby approved, and any Authorized Officer is authorized to execute and deliver, in the name and on behalf of EDA, one or more Supplemental Agreements in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by the Authorized Officer executing such Supplemental Agreement, the execution thereof by such Authorized Officer being conclusive evidence of such approval.

**SECTION 3.** The form of the Installment Purchase Contract presented to this meeting is hereby approved, and any Authorized Officer is authorized to execute and deliver, in the name and on behalf of EDA, one or more Installment Purchase Contracts in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by the Authorized Officer executing such Installment Purchase Contract, the execution thereof by such Authorized Officer being conclusive evidence of such approval.

**SECTION 4.** If the Underwritten Bonds of any series are sold in a negotiated sale, the form of the Bond Purchase Agreement presented to this meeting is hereby approved, and any Authorized Officer is authorized to execute and deliver, in the name and on behalf of EDA, one or more Bond Purchase Agreements in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by the Authorized Officer executing such Bond Purchase Agreement, the execution thereof by such Authorized Officer being conclusive evidence of such approval.

If the 2021 D Bonds are sold in a direct sale, the form of the Direct Purchase Agreement presented to this meeting is hereby approved, and any Authorized Officer is authorized to execute and deliver, in the name and on behalf of EDA, the Direct Purchase Agreement in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by the Authorized Officer executing the Direct Purchase Agreement, the execution thereof by such Authorized Officer being conclusive evidence of such approval.

**SECTION 5.** If the 2021 Bonds of any series are sold in a competitive sale, the distribution, publication and use of the Notice of Sale for purposes of the sale of such 2021 Bonds is hereby approved. Bids shall be received electronically via the BiDCOMP/PARITY Competitive Bidding System or similar electronic based competitive bidding system.

**SECTION 6.** The form of the Preliminary Official Statement is hereby approved, and any Authorized Officer is authorized to approve the terms of and publish a Preliminary Official Statement describing the Underwritten Bonds in substantially the same form as the Preliminary Official Statement presented to this meeting, with such additions, deletions and modifications not inconsistent with the terms of this Resolution, and to deem “final” such Preliminary Official Statement for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The distribution and use by the underwriters or winning bidders of a final Official Statement relating to the Underwritten Bonds (the “Official Statement”) are hereby authorized. The Official Statement shall be completed with the pricing and other information in substantially the form of the Preliminary Official Statement approved this day by EDA, with such additions, deletions and deletions as may be approved by any Authorized Officer. The Chairman or the Vice Chairman of EDA is hereby authorized and directed to execute and deliver the Official

Statement to the underwriters, for their use in making a public offering of the Underwritten Bonds upon the terms set forth in the Official Statement and Notice of Sale or related Bond Purchase Agreement, as applicable.

**SECTION 7.** The form of the Escrow Deposit Agreement presented to this meeting is hereby approved, and any Authorized Officer is authorized to execute and deliver, in the name and on behalf of EDA, one or more Escrow Deposit Agreements in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by the Authorized Officer executing such Escrow Deposit Agreement, the execution thereof by such Authorized Officer being conclusive evidence of such approval.

**SECTION 8.** The aggregate principal amount of the 2021 A Bonds shall not exceed an aggregate principal amount of \$93,000,000, and shall mature no later than December 31, 2042. The 2021 A Bonds shall be subject to the right of prior redemption at the option of EDA, from any money that may be made available for such purpose, either in whole or in part, on any date, the first such date to be not more than 10 1/2 years after the issuance of the 2021 A Bonds, and at redemption prices no one of which shall exceed 102% as shall be set forth in the Supplemental Agreement, the execution of such Supplemental Agreement being approval of such redemption provisions. Any Authorized Officer is authorized, if the Fairfax County Executive or the Fairfax County Chief Financial Officer and the Financial Advisor shall so recommend, to accept an offer of the underwriters, to purchase all the 2021 A Bonds at a purchase price of not less than ninety-seven percent (97%) of par nor more than one hundred thirty-five percent (135%) of the aggregate principal amount thereof, plus accrued interest, and resulting in a true interest cost to EDA not in excess of five percent (5.0%), upon the terms and conditions set forth in the related Bond Purchase Agreement or Notice of Sale, as applicable, and to approve and fix the details of the 2021 A Bonds that cannot be determined except under the actual market conditions that will be determined when the sale of the 2021 A Bonds to the underwriters occurs, as herein authorized, but subject to such limitations as set forth herein.

The aggregate principal amount of the 2021 Refunding Bonds shall not exceed an aggregate principal amount of \$205,000,000 and shall mature no later than December 31, 2042. The 2021 Refunding Bonds shall be subject to the right of prior redemption at the option of EDA, from any money that may be made available for such purpose, either in whole or in part, on any date, the first such date to be not more than 10 1/2 years after the issuance of the 2021 Refunding Bonds, and at redemption prices no one of which shall exceed 102% as shall be set forth in the Supplemental Agreement, the execution of such Supplemental Agreement being approval of such redemption provisions; provided, however, that any Authorized Officer, with the consent of the Fairfax County Executive or the Fairfax County Chief Financial Officer and upon the recommendation of the Financial Advisor, may determine that Series 2021 Refunding Bonds issued as taxable bonds shall not be subject to optional redemption prior to their maturity or that a make-whole or cost-of-funds premium shall be permitted for such Series 2021 Refunding Bonds. Any Authorized Officer is authorized, if the Fairfax County Executive or the Fairfax County Chief Financial Officer and the Financial Advisor shall so recommend, to accept an offer of the underwriters to purchase all the 2021 Refunding Bonds, if the present value of the debt service savings to be obtained from the refunding of the Bonds to be Refunded, as determined by the Financial Advisor, is not less than 3.0% of the principal amount of such Bonds to be Refunded, upon the terms and conditions set forth in the Bond Purchase Agreement, the

Direct Purchase Agreement or Notice of Sale, as applicable, and to approve and fix the details of the 2021 Refunding Bonds that cannot be determined except under the actual market conditions that will be determined when the sale of the 2021 Refunding Bonds to the underwriters occurs, as herein authorized, but subject to such limitations as set forth herein.

**SECTION 9.** The 2021 Bonds shall be executed, under seal, in the manner set forth in the Master Trust Agreement and Supplemental Agreement, and the 2021 Bonds shall be delivered to the Bond Registrar and Trustee under the Master Trust Agreement, for authentication and shall be delivered thereafter to or for the account of the underwriters or winning bidders at the Depository Trust Company or to or for the account of the Direct Purchaser, as applicable, in each case upon receipt of the purchase price set forth in the Supplemental Agreement.

The Bond Registrar is hereby authorized and directed to authenticate, and the Trustee, upon such authentication, is hereby authorized and directed to deliver, such 2021 Bonds as provided above upon satisfaction of all conditions precedent to such authentication and delivery contained in the Master Trust Agreement and Supplemental Agreement.

**SECTION 10.** Each of the Authorized Officers is authorized, if the County Executive or the Chief Financial Officer of the County and the Financial Advisor shall so recommend, subject to the limitations contained herein, to determine the dated date of the 2021 Bonds, the principal amounts of the 2021 Bonds, the series designation and any other designation identifying all or any portion of the 2021 Bonds, the allocation of 2021 Bonds among series, which 2021 Bonds, if any, are term bonds and the sinking fund requirements and maturity amounts therefor and the optional, extraordinary optional, and mandatory sinking fund redemption provisions of the 2021 Bonds.

**SECTION 11.** The execution and delivery by any Authorized Officer of the Supplemental Agreement, the Installment Purchase Contract, the Official Statement, each Escrow Deposit Agreement, the Direct Purchase Agreement and each Bond Purchase Agreement, if applicable, and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of the changes, if any, in the forms thereof and of their authority to execute and deliver such agreements, documents, certificates and closing papers on behalf of EDA.

**SECTION 12.** Any Authorized Officer is authorized to execute one or more certificates, documents or agreements relating to the 2021 Bonds, the 2021 Public Works Project, and the Bonds to be Refunded as may be necessary or required evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificates, documents or agreements shall be conclusive evidence of the actions or determinations as stated therein.

**SECTION 13.** All actions taken by EDA and the members, officers and employees of EDA in connection with the authorization, issuance, sale and delivery of the 2021 Bonds, and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by EDA and delivered in connection with such authorization, issuance, sale and delivery are hereby ratified and confirmed.

**SECTION 14.** Any and all resolutions of EDA or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. All capitalized terms not defined herein shall have the meanings as set forth in the Master Trust Agreement or the Supplemental Agreement.

**SECTION 15.** This resolution shall take effect immediately upon its adoption.

A Copy Teste:

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Secretary

**DRAFT Bond Sale Schedule**  
**Fairfax County, Virginia Economic Development Authority**  
**Facilities Revenue and Refunding Bonds (Stormwater HQ), Series 2021**

July 2021							August 2021							September 2021							October 2021							November 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						1	2							1	2
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	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	12	13	14	15	16	17	18	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	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27		
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30						
																					31															

Week of	Activity & Event	Responsible Party
<b>July 26<sup>th</sup></b>	Draft Public Hearing advertisement distributed	FX
	Underwriter solicitation distributed	PFM
<b>Aug 16<sup>th</sup></b>	Mon, Aug 16 <sup>th</sup> – Board Titles due for Sept 14 <sup>th</sup> meeting	FX
	Wed, Aug 18 <sup>th</sup> – Board Item due for Sept 14 <sup>th</sup> meeting	FX
	Underwriter proposals due	--
<b>Aug 23<sup>rd</sup></b>	First Draft of County Resolution, EDA Resolution, POS, BPA, Installment Purchase Contract, and Supplemental Trust (collectively, "Bond Documents") distributed	NRF
	Underwriter selected	FX, PFM
<b>Aug 30<sup>th</sup></b>	Comments due on first draft of Bond Documents	All
	Direct purchase term sheet distributed; Direct purchase bond purchase contract distributed	KR
	Fri, Sept 3 <sup>rd</sup> – Board Title due for Oct 5 <sup>th</sup> meeting	FX
<b>Sept 6<sup>th</sup></b>	Mon, Sept 6 <sup>th</sup> – Labor Day Holiday	--
	Second draft of Bond Documents distributed	NRF
	Wed, Sept 8 <sup>th</sup> – Board item due for Oct 5 <sup>th</sup> meeting	FX
	Thurs, Sept 9 <sup>th</sup> – Documents due for Park Authority Board meeting	NRF
<b>Sept 13<sup>th</sup></b>	Comments due on draft of Bond Documents	All
	<b>Tues, Sept 14<sup>th</sup> – County Board considers Public Hearing advertisement</b>	FX
	Wed, Sept 15 <sup>th</sup> – Documents due for School Board meeting	NRF
	Thurs, Sept 16 <sup>th</sup> – Revised deadline for Board docs for Oct 5 <sup>th</sup> meeting	FX
	Green Bond reviewer selected & kick-off	FX, PFM
	Bond Documents and preliminary sizing sent to rating agencies	PFM
<b>Sept 20<sup>th</sup></b>	Tues, Sept 22 <sup>nd</sup> – Park Authority Board meeting	FX
	Thurs, Sept 23 <sup>rd</sup> – School Board Meeting (new business intro)	FX
	Calls with rating analysts	FX, PFM
	First Notice of Public Hearing published	FX
	First draft of investor presentation distributed	UW
<b>Sept 27<sup>th</sup></b>	Second Notice of Public Hearing published	FX
	Due diligence questions sent to County	UWC

**Legend:**

FX = Fairfax County  
EDA = Fairfax County Economic Development Authority  
PFM = PFM Financial Advisors LLC, Financial Advisor  
NRF = Norton Rose Fulbright, Bond Counsel  
UW = Senior Managing Underwriters  
UWC = Underwriters' Counsel, Kaufman & Canoles  
KR = Kutak Rock, Direct Purchase Counsel  
9/20/2021

**DRAFT Bond Sale Schedule**  
**Fairfax County, Virginia Economic Development Authority**  
**Facilities Revenue and Refunding Bonds (Stormwater HQ), Series 2021**

July 2021							August 2021							September 2021							October 2021							November 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						1	2							
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	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	12	13	14	15	16	17	18	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	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					
																					31														

Week of	Activity & Event	Responsible Party
<b>Oct 4<sup>th</sup></b>	<b>Tues, Oct 5<sup>th</sup> – Public Hearing &amp; County Board considers Bond Documents</b>	FX
	Thurs, Oct 7 <sup>th</sup> – School Board Meeting (consent approval)	FX
	Receive bond ratings	--
	Revised draft of POS distributed	NRF
	Finalize external Green Bond review	FX, PFM, UW
<b>Oct 11<sup>th</sup></b>	Mon, Oct 11 <sup>th</sup> – Columbus Day Holiday	--
	Mon, Oct 11 <sup>th</sup> – EDA Board considers Bond Documents	EDA
	Tues, Oct 12 <sup>th</sup> – Due diligence call	UWC
	Fri, Oct 15 <sup>th</sup> – Post POS & Investor Presentation	NRF, UW
<b>Oct 18<sup>th</sup></b>	Pre-marketing	UW
	Tues, Oct 19 <sup>th</sup> – Deadline to send conditional call notice for 2012A bonds	NRF
<b>Oct 25<sup>th</sup></b>	<b>Bond Pricing</b>	UW, PFM, FX
<b>Nov 1<sup>st</sup></b>	Finalize and Post OS	NRF
<b>Nov 8<sup>th</sup></b>	Finalize Closing Documents	NRF
	Thurs, Nov 11 <sup>th</sup> – Veteran's Day Holiday	-
<b>Nov 15<sup>th</sup></b>	<b>Wed, Nov 17<sup>th</sup> – Closing of 2021 HQ Bonds</b>	All
	<b>Wed, Nov 17<sup>th</sup> – Closing on Direct Purchase</b>	FX, Wells, KR
	Thurs, Nov 18 <sup>th</sup> – 2012A Woodburn bonds defeased	-

**Legend:**

FX = Fairfax County  
EDA = Fairfax County Economic Development Authority  
PFM = PFM Financial Advisors LLC, Financial Advisor  
NRF = Norton Rose Fulbright, Bond Counsel  
UW = Senior Managing Underwriters  
UWC = Underwriters' Counsel, Kaufman & Canoles  
KR = Kutak Rock, Direct Purchase Counsel  
9/20/2021

**INSTALLMENT PURCHASE CONTRACT**

between

**FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

Seller,

and

**BOARD OF SUPERVISORS OF  
FAIRFAX COUNTY, VIRGINIA**

Purchaser,

relating to

**FAIRFAX COUNTY  
2021 COUNTY FACILITIES PROJECTS**

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Dated as of \_\_\_\_\_ 1, 2021

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**THIS INSTALLMENT PURCHASE CONTRACT**, dated as of \_\_\_\_\_ 1, 2021 (“Contract”), is by and between the **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia having its principal office at 8300 Boone Boulevard, Tysons, Virginia (“EDA”), and the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia having its principal office at 12000 Government Center Parkway, Fairfax, Virginia (the “County”).

#### RECITALS:

In furtherance of the public purposes identified its Enabling Act and for the particular purpose of assisting the County to plan, develop, acquire, construct, improve, renovate and equip facilities for the benefit of the County, EDA has entered into a Master Trust Agreement (the “Master Trust Agreement”), dated as of January 1, 2005, with the predecessor in trust to U.S. Bank National Association, as successor Trustee (in such capacity, the “Trustee”), pursuant to which EDA has authorized and may issue from time to time its Fairfax County Facilities Revenue Bonds in one or more series for the purpose of financing all or any portion of the cost of facilities for the County; provided that, among other things, the County shall have first entered into a “Payment Agreement” with EDA by the express terms of which the County is absolutely and unconditionally obligated to make payments to the Trustee for the account of EDA at times and in amounts sufficient for EDA to make timely payment of debt service on the Bonds, contingent upon the appropriation for each fiscal year by the Board of Supervisors of the County for such purpose.

EDA and the County have agreed that at the location of \_\_\_\_\_, Virginia (the “2021 Public Works Property”), the construction and improvement on such property of an approximately \_\_\_\_\_ square foot facility that will contain a consolidated public works complex for the County’s stormwater and wastewater divisions (the “2021 Public Works Project”) and refinancing of certain outstanding bond heretofore issued by EDA and more particularly described herein (the “Refunded Bonds”) issued for the purpose of providing funds to finance the improvement of certain properties to be used by the County, are worthy undertakings serving public purposes for citizens of the County.

In furtherance of these public purposes and simultaneously with the execution and delivery of this Contract and the Master Trust Agreement, EDA has entered into a Fifth Supplemental Trust Agreement, dated as of \_\_\_\_\_ 1, 2021, with the Trustee, pursuant to which EDA will issue (i) its \$\_\_\_\_\_ Fairfax County Facilities Revenue Bonds Series 2021 A (County Facilities Projects) (Green Bonds) (the “2021 A Bonds”) for the purpose of financing the construction and improvement of the 2021 Public Works Project, (ii) its \$\_\_\_\_\_ Fairfax County Facilities Revenue Refunding Bonds Series 2021 B (County Facilities Projects) (the “2021 B Bonds” and, together with the 2021 A Bonds, the “Tax-Exempt Bonds”) for the purpose of refunding the \_\_\_\_\_, (iii) its \$\_\_\_\_\_ Fairfax County Facilities Revenue Refunding Bonds Series 2021 C (County Facilities Projects) (Federally Taxable) (the “2021 C Bonds”) for the purpose of refunding the \_\_\_\_\_, and (iv) its \$\_\_\_\_\_ Fairfax County Facilities Revenue Refunding Bonds Series 2021 D (County Facilities Projects) (Federally Taxable) (the “2021 D

Bonds” and, together with the 2021 A Bonds, the 2021 B Bonds, and the 2021 C Bonds, the “2021 Bonds”) for the purpose of refunding the \_\_\_\_\_ .

Under this Contract, EDA will agree to make available to the County the proceeds of the 2021 Bonds for the construction and improvement of the 2021 Public Works Project and the refunding of the Refunded Bonds and to sell its interests in the Projects to the County in consideration of the County’s undertaking responsibility for the 2021 Public Works Project and the Refunded Projects and its agreement to pay a purchase price for the Projects, and interest thereon, sufficient for EDA to pay timely the debt service on the 2021 Bonds.

It is the intention of the parties that this Contract meet all the requirements of a “Payment Agreement” under the Master Trust Agreement.

## ARTICLE I.

### DEFINITIONS AND INTERPRETATION

SECTION 1.01. Definitions. In addition and exception to the terms defined above, the terms defined in this Article I, for all purposes of this Contract and all agreements supplemental hereto, shall have the meaning specified below.

“Additional Contract Payments” shall have the meaning set forth in Section 4.01(b).

“Allocated Bonds” shall mean those 2021 Bonds allocated by the County, in a certificate of a County Representative delivered to the Trustee, to the 2021 Public Works Property or the Refunded Properties, as the case may be, in an event referred to in Section 5.01(c) or (e)(3) hereof.

“Basic Contract Payments” shall have the meaning set forth in Section 4.01(a).

“Bonds” shall mean the 2021 A Bonds, the 2021 B Bonds and the 2021 C Bonds and any additional revenue bonds issued by EDA in accordance with the Trust Agreement to provide additional funds for the Cost of the 2021 Public Works Project or to refund Bonds issued and outstanding under the terms of the Trust Agreement. “Bonds” as used in this Contract shall not include “Bonds” as defined in the Master Trust Agreement that are not payable from Contract Payments under this Contract.

“Buildings” shall mean collectively the 2021 Public Works Building and any and all buildings on the Refunded Bond Properties.

“Business Day” shall mean any day on which the New York Stock Exchange is open, other than a Saturday or Sunday and other than a day on which commercial banks (including the Trustee, the Bond Registrar, any Credit Bank, any Insurer and any Paying Agent each as defined in the Master Trust Agreement) are authorized to close in the Commonwealth of Virginia or in New York, New York.

“Contract” shall mean this Installment Purchase Contract as the same may be supplemented and amended in accordance with the provisions hereof and the Trust Agreement.

“**Contract Payments**” shall mean the amounts, designated as Basic Contract Payments and Additional Contract Payments, payable by the County to or for the account of EDA pursuant to this Contract.

“**Cost**” shall have the meaning set forth in Section 403 of the Master Trust Agreement.

“**County Executive**” shall mean the chief administrative officer of the County at the time being.

“**County Representative**” means each of the persons at the time designated to act on behalf of the County by written certificate furnished to the Trustee containing the specimen signature of such persons and signed on behalf of the County by an authorized officer of the County.

“**Default**” shall mean any condition or event which constitutes or would, after notice or lapse of time, or both, constitute an Event of Default.

“**Due Date**” shall mean the last date on which payment is due on the Bonds without penalty, premium or interest.

“**Effective Date**” shall mean the date of delivery of the 2021 Bonds.

“**Enabling Act**” shall mean Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law.

“**Event of Default**” shall have the meaning set forth in Section 12.01.

“**Event of Non-Appropriation**” shall have the meaning set forth in Section 12.03.

“**Fifth Supplemental Trust Agreement**” shall mean the Fifth Supplemental Trust Agreement, dated as of \_\_\_\_ 1, 2021, between EDA and the Trustee, as the same may be supplemented and amended as permitted thereby.

“**Interest**” shall mean interest on the Purchase Price. Such interest shall include interest at the same rates payable on the same dates as the interest payable by EDA on the Bonds.

“**Late Charge Rate**” shall mean the true interest cost rates on the Bonds plus one percent (1%).

“**Master Trust Agreement**” shall mean the Master Trust Agreement, dated as of January 1, 2005, as generally amended and supplemented from time to time, including by the Fifth Supplemental Trust Agreement and by any Supplemental Trust Agreement entered into in connection with the issuance of additional Bonds, each between EDA and the Trustee. “Master Trust Agreement” shall also include Supplemental Trust Agreements, as supplemented and amended, each between EDA and the Trustee, entered into in connection with the issuance of additional or refunding bonds under the Master Trust Agreement that are not related to this Contract or the Properties.

“**Net Proceeds**” when used with respect to any insurance or condemnation award, shall mean the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after the payment of all out-of-pocket expenses of the parties to this Contract incurred in the collection of such gross proceeds.

“**Notice**” shall have the meaning and must be given in the manner set forth in Article XIII.

“**Payment of the Allocated Bonds**” shall mean payment of the principal of and interest on all the Allocated Bonds in accordance with their terms, whether through payment at maturity or purchase and cancellation or redemption or provision for such payment in such a manner that the Bonds shall be deemed to have been paid under Section 1301 of the Trust Agreement.

“**Payment of the Bonds**” shall mean payment of the principal of, premium, if any, and interest on all the Bonds in accordance with their terms, whether through payment at maturity or purchase and cancellation or redemption or provision for such payment in such a manner that the Bonds shall be deemed to have been paid under Section 1301 of the Master Trust Agreement.

“**Permitted Encumbrances**” shall have the meaning set forth in Exhibit B.

“**Projects**” shall mean, collectively, the 2021 Public Works Project and the Refunded Projects.

“**Properties**” shall mean collectively the 2021 Public Works Property and the Refunded Bonds Properties.

“**Purchase Price**” shall mean an amount equal to the principal amount of the 2021 Bonds and any additional Bonds.

“**Refunded Bonds**” shall mean, collectively, [the Refunded 2012 A Bonds, the Refunded 2012 A Laurel Hill Bonds, the Refunded 2014 A Bonds, and the Refunded 2017 B Bonds.]

“**Refunded Bonds Properties**” shall mean, collectively, the \_\_\_\_\_ Property, the \_\_\_\_\_ Property, the \_\_\_\_\_ Property and the \_\_\_\_\_ Property.

“**Refunded Projects**” shall mean, collectively, the \_\_\_\_\_ Project, the \_\_\_\_\_ Project, the \_\_\_\_\_ Project and the \_\_\_\_\_ Project.

“**Refunded 2012 A Bonds**” shall mean certain outstanding Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) issued by EDA and refunded by a portion of the proceeds of the Series 2021 [C] Bonds.

“**Refunded 2012 A Laurel Hill Bonds**” shall mean certain outstanding Fairfax County Facilities Revenue Refunding Bonds (Laurel Hill Public Facilities Projects) Series 2012A issued by EDA and refunded by a portion of the proceeds of the Series 2021 [B] Bonds.

**“Refunded 2014 A Bonds”** shall mean certain outstanding Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) issued by EDA and refunded by a portion of the proceeds of the Series 2021 [D] Bonds.

**“Refunded 2017 B Bonds”** shall mean certain outstanding Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) issued by EDA and refunded by a portion of the proceeds of the Series 2021 [B] Bonds.

**“State”** shall mean the Commonwealth of Virginia.

**“Supplemental Trust Agreement”** shall mean any amendment or supplement to the Master Trust Agreement permitted thereby, including the Fifth Supplemental Trust Agreement.

**“Term”** shall mean the period of time commencing on the Effective Date and ending upon the Payment of the Bonds.

**“Termination of this Contract”** shall mean the expiration and any sooner termination of this Contract pursuant to any of the provisions of this Contract.

**“Trust Agreement”** shall mean the Master Trust Agreement as generally amended and supplemented from time to time, including by the Fifth Supplemental Trust Agreement and by any Supplemental Trust Agreement entered into in connection with the issuance of additional Bonds, each between EDA and the Trustee. “Trust Agreement” shall not include Supplemental Trust Agreements entered into in connection with the issuance of additional or refunding bonds under the Master Trust Agreement that are not related to this Contract or the Properties.

**“Trustee”** shall mean the trustee at the time being under the Master Trust Agreement and all Supplemental Trust Agreements. U.S. Bank National Association is the successor Trustee under the Master Trust Agreement and the Fifth Supplemental Trust Agreement.

**“2021 A Bonds”** shall mean EDA’s \$ \_\_\_\_\_ Fairfax County Facilities Revenue Bonds Series 2021 A (County Facilities Projects).

**“2021 B Bonds”** shall mean EDA’s \$ \_\_\_\_\_ Fairfax County Facilities Revenue Refunding Bonds Series 2021 B.

**“2021 C Bonds”** shall mean EDA’s \$ \_\_\_\_\_ Fairfax County Facilities Revenue Refunding Bonds Series 2021 C (County Facilities Projects) (Federally Taxable).

**“2021 D Bonds”** shall mean EDA’s \$ \_\_\_\_\_ Fairfax County Facilities Revenue Refunding Bonds Series 2021 D (County Facilities Projects) (Federally Taxable).

**“2021 Bonds”** shall mean, collectively, the 2021 A Bonds, the 2021 B Bonds, the 2021 C Bonds and the 2021 D Bonds.

**“2021 Public Works Building”** shall mean the approximately \_\_\_\_\_ square foot building constructed and improved on the 2021 Public Works Property that will contain a consolidated public works complex for the County’s stormwater and wastewater divisions.

**“2021 Public Works Project”** shall mean the construction and improvement of the 2021 Public Works Building.

**“2021 Public Works Property”** shall mean the property located at \_\_\_\_\_, an approximately \_\_\_ acre parcel upon which the 2021 Public Works Building will be built.

SECTION 1.02. Interpretation.

(a) **References Hereto.** The terms “hereby,” “hereof,” “herein,” “hereunder” and any similar terms, refer to this Contract.

(b) **Gender and Plurality.** Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(c) **Examples.** The use of the term “including” or “include” or of examples generally, shall mean without limitation to the specific examples provided.

(d) **Person; Owner.** Unless the context shall otherwise indicate, “person” shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof, and “owner” when used herein with respect to Bonds shall mean the registered owner of Bonds at the time issued and outstanding under the Trust Agreement.

(e) **Redemption.** Words importing the redemption or calling for redemption of the Bonds shall not be deemed to refer to or connote the payment of Bonds at their stated maturity.

(f) **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Contract.

(g) **Articles; Sections.** All references herein to particular articles or sections are references to articles or sections of this Contract unless some other reference is established.

(h) **Table of Contents.** The Table of Contents is for the purpose of convenience of reference only and is not to be deemed or construed in any way as part of this Contract or as supplemental thereto or amendatory thereof.

(i) **Trust Agreement Controls.** Any inconsistency between the provisions of this Contract and the provisions of the Trust Agreement shall be resolved in favor of the provisions of the Trust Agreement.

## ARTICLE II.

### **ISSUANCE OF BONDS; COST OF THE PROJECT**

SECTION 2.01. Agreement to Issue the 2021 Bonds. At the request of the County, EDA agrees that it will use its best efforts to issue, sell and deliver to the purchasers thereof at one time or from time to time (i) the 2021 A Bonds pursuant to Section 208 of the Master Trust Agreement for the purpose of paying the Cost of the 2021 Public Works Project, (ii) the 2021 B Bonds pursuant to Section 209 of the Master Trust Agreement to finance the refunding of the \_\_\_\_\_ Bonds, (iii) the 2021 C Bonds pursuant to Section 209 of the Master Trust Agreement to finance the refunding of the \_\_\_\_\_ Bonds, and (iv) the 2021 D Bonds pursuant to Section 209 of the Master Trust Agreement to finance the refunding of the \_\_\_\_\_ Bonds, (v) additional Bonds pursuant to Section 208 of the Master Trust Agreement for the purpose of paying all or any portion of the Cost of the 2021 Public Works Project in excess of the funds available for the purpose from the proceeds of the 2021 A Bonds or (vi) refunding Bonds pursuant to Section 209 of the Master Trust Agreement for the purpose of refunding any 2021 Bonds or additional Bonds issued under (v) above or a combination of such purposes. The proceeds of the 2021 Bonds shall be delivered to the Trustee for application in accordance with the Trust Agreement and the Fifth Supplemental Trust Agreement.

SECTION 2.02. Disbursements from Construction Subfund. EDA and the County hereby agree that the money in the 2021 A Project Account within the Construction Subfund under the Trust Agreement shall be applied to the payment of the Cost of the 2021 Public Works Project, and otherwise as provided in accordance with Article IV of the Master Trust Agreement, and, pending such disbursement, such money shall be invested and reinvested in accordance with Article VI of the Master Trust Agreement.

SECTION 2.03. No Sufficiency Warranty by EDA; Limited Liability of County. **EDA DOES NOT MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, THAT THE MONEY THAT WILL BE PAID INTO THE CONSTRUCTION SUBFUND OR ANY ACCOUNT THEREIN WILL BE SUFFICIENT TO PAY THE COST OF THE 2021 PUBLIC WORKS PROJECT.** The obligation of the County under this Contract to pay the Cost of the 2021 Public Works Project will be limited to the proceeds of the 2021 A Bonds and any additional Bonds described in Section 2.01 above deposited to the credit of the 2021 A Project Account in the Construction Subfund, the investment earnings thereon and any other investment earnings on the funds and accounts held by the Trustee under the Trust Agreement and transferred to the 2021 A Project Account in the Construction Subfund. The County agrees, however, that if, after exhaustion of the money in the Construction Subfund, the County should pay or cause to be paid any portion of the Cost of the 2021 Public Works Project, it shall not be entitled to any reimbursement therefor from EDA or from the Trustee (other than from the proceeds of additional Bonds issued under and in accordance with the provisions of the Master Trust Agreement and Section 2.01 above), or diminution or postponement of the payments to be made pursuant to Article IV of this Contract.

SECTION 2.04. Third Party Beneficiaries. Except as provided by Section 10.06 with respect to the Trustee and the owners of the Bonds and except as provided in Section 14.04 with

respect to individual and corporate rights to exemption from liability, it is not the intention of the parties to constitute any other person a beneficiary of this Contract or any of its provisions.

**ARTICLE III.**

**SALE OF THE PROJECTS**

In consideration of the mutual promises contained herein and the net proceeds of the 2021 Bonds paid to the bond registrar under the Trust Agreement for the account of EDA, receipt of which is hereby acknowledged, EDA hereby sells to the County, and the County hereby purchases from EDA, on the Effective Date the Projects as they exist at such time, situate, lying and being in the County, and more particularly bounded and described in Exhibit A together with the easements and other rights and interests described in Exhibit A,

**SUBJECT** to the Permitted Encumbrances specified in Exhibit B.

**ARTICLE IV.**

**PAYMENTS**

SECTION 4.01. Payments.

(a) Basic Contract Payments. (i) The County shall be obligated to pay to EDA the Purchase Price in installments, with Interest thereon, in accordance with the provisions of this Contract. The Purchase Price and the Interest thereon shall be paid as Basic Contract Payments in the respective amounts, not less than one Business Day prior to their respective Due Dates, shown in Schedule 1, beginning with the Business Day immediately prior to the first Due Date.

(ii) The County may, at its option, prepay the Purchase Price, in whole or in part, on any Due Date on not less than forty-five (45) days' written notice to EDA, accompanied by a specific direction to EDA to apply such prepayment to the purchase and cancellation, redemption or defeasance of the Bonds in accordance with their terms. EDA shall comply, or provide in the Trust Agreement securing the Bonds for compliance, with such directions. Upon such purchase and cancellation, redemption or defeasance, EDA shall credit the principal amount of the Bonds so cancelled, redeemed or defeased against the Purchase Price and reduce the Basic Contract Payments otherwise payable in accordance with Schedule 1 by an amount equal to the sum of (X) the principal amount of the Bonds so purchased and cancelled, redeemed or defeased, (Y) the interest on the Bonds so purchased and cancelled, redeemed or defeased and as a result of such prepayment and (Z) the interest that would have accrued on such Bonds so redeemed or defeased but for such prepayment and redemption or defeasance. EDA and the County shall revise Schedule 1 appropriately to reflect such reductions in Basic Contract Payments.

(iii) EDA shall credit appropriately against the Purchase Price and Interest, and reduce the Basic Contract Payments otherwise payable on each Due Date, by the amount of any investment income (X) realized from the investment and reinvestment of Bond proceeds and Basic Contract Payments or other amounts or reserves derived from Bond

proceeds or Basic Contract Payments and set aside or pledged to the Bonds and (Y) applied, or to be applied, to the payment of principal or interest and any redemption premiums on Bonds.

(iv) EDA shall also credit appropriately against the Purchase Price and Interest and reduce the Basic Contract Payments by, in accordance with any directive by the County consistent with the terms of this Contract, amounts described by the provisions of this Contract, including without limitation, Sections 5.01(c), (d), and (e)(5) and 12.04.

(b) Additional Contract Payments. The County shall also pay to or for the account of EDA as Additional Contract Payments all other amounts (other than Basic Contract Payments) payable by the County to EDA under this Contract, including, without limitation, any amounts due to EDA under Section 4.02. All Additional Contract Payments shall be payable in accordance with the provisions of applicable Sections of this Contract.

(c) Subordinate Sewer Revenue Bonds. On the Closing Date, the County shall deliver to the EDA the County's Subordinate Sewer Revenue Bond, Series 2021A (the "Subordinate Sewer Revenue Bond"), in the principal amount of \$ \_\_\_\_\_, representing the County Wastewater System's obligation to reimburse the County for its allocable share of the capital cost of the 2021 Public Works Project. The Subordinate Sewer Revenue Bond shall not be pledged to the repayment of the 2021 A Bonds, but EDA shall transfer any payments timely received on the Subordinate Sewer Revenue Bond to the Trustee and shall credit such payments against a like amount of Basic Payments otherwise due hereunder with respect to the 2021 A Bonds.

SECTION 4.02. Expenses. The County will pay as Additional Contract Payments:

(1) all reasonable fees and expenses of the Trustee and, to the extent permitted by law, the costs and expenses of holding the Trustee harmless, to the extent permitted by law, against any loss, liability or expense (including the costs and expenses of defending against any claim of liability) incurred without negligence or willful misconduct by the Trustee and arising out of or in connection with its acting as Trustee under the Trust Agreement;

(2) all reasonable fees and expenses of the bond registrar, any depository and any paying agent appointed under the Trust Agreement; and

(3) all reasonable expenses of EDA allocable to this Contract and the Bonds, including, without limitation, the reasonable fees and expenses of its counsel in connection with the financing of the Cost of the 2021 Public Works Project, the refunding of the Refunded Bonds, the preparation of this Contract and the Trust Agreement, any expenses payable by EDA under the Trust Agreement allocable to the Bonds, and not otherwise payable by the County under this Contract, and, to the extent permitted by law, the costs and expenses of holding EDA harmless, to the extent permitted by law against any loss, liability or expense (including the costs and expenses of defending against any claim of liability) incurred without negligence or willful misconduct by EDA and arising out of or in connection with this Contract or the Bonds or the Trust Agreement.

SECTION 4.03. Form of Payment. All Contract Payments payable to or for the account of EDA pursuant to this Contract shall be paid to or for the account of EDA in funds that shall be available in cash for payment or investment on the respective Due Dates of such Contract Payments.

SECTION 4.04. Net Contract. The County shall pay to EDA all Contract Payments payable to EDA free of any abatement, charges, counterclaims, assessments, set-offs, offsets, impositions or deductions of any kind whatsoever except as otherwise expressly provided in Section 4.01(a), and under no circumstances or conditions shall EDA be expected or required to make any payment of any kind with respect to the Properties or be under any obligation or liability hereunder, except as provided in this Contract and the Trust Agreement. In addition, and not in limitation of the foregoing, but subject to the provisions of Section 5.01, as between the County and EDA, the County shall be responsible for payment for all costs of operating, maintaining and repairing the Properties, including the costs and expenses for sewer, water, gas, electric, telephone, fuel and other utilities used or consumed in or at the Properties.

SECTION 4.05. Late Charges. Unless otherwise expressly provided to the contrary herein, in the event that payment of any (i) Basic Contract Payment required to be paid hereunder shall become overdue for one business day beyond the date on which it is due and payable as provided in Section 4.01(a) or (ii) Additional Contract Payments required under this Contract shall become overdue for forty-five (45) days, the sums so overdue shall be payable with interest at the Late Charge Rate (computed on a 360-day year) from the date on which payment was originally due to the date until such sum is paid in full. No grace period or notice requirement shall be applicable to the preceding sentence or the application of interest therein and no failure by EDA to insist upon the strict performance by the County of the County's obligations to pay any late charge shall constitute a waiver by EDA of its right to collect the same or to enforce the provisions of this Article in any instance thereafter occurring. The provisions of this Section 4.05 shall not be construed in any way to extend the grace periods or notice periods provided in Article XIII hereof or otherwise provided in this Contract.

SECTION 4.06. Obligations of County Subject to Appropriation. The obligations of the County to make Contract Payments under this Contract are contingent upon the appropriation for each fiscal year by the Board of Supervisors of the County of funds from which such Contract Payments can be made. The County shall not be liable for any amounts that may be payable pursuant to this Contract unless and until such funds have been so appropriated for payment and then only to the extent thereof. It is understood and agreed by the parties hereto that nothing in this Contract shall be deemed to obligate the Board of Supervisors of the County to appropriate any sums on account of any Contract Payments or any other payments to be made by the County hereunder. This Contract shall not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the Commonwealth of Virginia.

SECTION 4.07. County Budget. The County Executive shall include as a separate line item in each annual budget of revenues and disbursements presented to the Board of Supervisors an item designated "Series 2021 County Facilities Projects Payments" in an amount not less than an amount sufficient, in the judgment of the County Executive, to make the Contract Payments scheduled to become due, and pay all other amounts payable by the County, pursuant to this

Contract during such fiscal year. Alternatively, the County Executive may include as a single line item in each annual budget of revenues and disbursements presented to the Board of Supervisors an item designated “Basic and Additional Payments – Master Trust Agreement” in an amount not less than an amount sufficient, in the judgment of the County Executive, to make all payments scheduled to become due, and pay all other amounts payable by the County, pursuant to this Contract and all other payment agreements referred to in the Master Trust Agreement during such fiscal year.

## ARTICLE V.

### REPAIRS

#### SECTION 5.01. County’s Obligation to Maintain and Repair Properties.

(a) Maintenance and Repairs. Except as otherwise provided in this Section 5.01, as between the County and EDA, the County, at its sole cost and expense, throughout the Term, shall keep and maintain the Properties in good and safe order and condition in accordance with industry standards, including without limiting the generality of the foregoing, the roofs, all railings and gutters, water, sewer and gas connections on or adjacent to or directly or indirectly servicing the Properties, pipes and mains on or adjacent to or directly or indirectly servicing the Properties and all other fixtures, machinery and equipment and shall make all repairs thereto, therein and thereon, interior and exterior, necessary to keep the same in good and safe order and condition, howsoever the necessity or desirability therefor may occur, and whether necessitated by wear and tear or otherwise; provided, however, that the County’s obligations with respect to restoration resulting from a casualty shall be as provided in this Section 5.01 and Section 5.02 hereof. The County shall not commit or suffer, and shall use all reasonable precaution to prevent, waste, damage, or injury to the Properties. When used in this Section 5.01 the terms “repairs” and “restoration” shall include all required replacements, additions and alterations.

(b) County to Repair Damage. In the event the Properties or any portion thereof is damaged or destroyed by fire, flood or other casualty, the County shall, except as otherwise provided in subsection (c), proceed forthwith to repair, reconstruct and restore the damaged Properties as and to the extent the County shall deem appropriate under the circumstances and will apply the Net Proceeds of any insurance relating to such damage or destruction received by the County to the payment or reimbursement of the costs of such repair, reconstruction and restoration.

Net Proceeds of any insurance relating to such damage or destruction shall be paid directly to the County for disbursement or use, and the County shall apply such Net Proceeds received solely to, and shall complete, to the extent the County shall deem appropriate, the repair, reconstruction and restoration of the Properties, whether or not the Net Proceeds of insurance received by the County for such purposes are sufficient to pay for the same.

(c) Circumstances Under Which County May Not Repair Damage. In the event that the Properties or any portion thereof is destroyed by fire or other casualty, the County may within 90 days after such damage or destruction, elect by written notice to EDA not to repair, reconstruct or restore the Properties, provided that the Net Proceeds of insurance payable as a

result of such damage or destruction together with other moneys held for the payment of or as security for the Bonds and any additional sums paid by the County are sufficient to provide for Payment of the Bonds. In such event the County shall, in its notice of election to EDA, state that such Net Proceeds and other money, if any, shall be applied to defease the lien of the Fifth Supplemental Trust Agreement securing the 2021 Bonds in accordance with its terms and such Net Proceeds shall be paid to EDA for the purpose of such defeasance. Alternatively, if the County shall determine that the destruction is limited to a Property, it shall constitute compliance with the provisions of this subsection (c) if the Net Proceeds of insurance payable as a result of such damage or destruction together with other money held for the payment of or as security for the Bonds and any additional sums paid by the County are sufficient to provide for Payment of the Allocated Bonds, as applicable and shall be so applied.

(d) Surplus Net Proceeds of Insurance. Upon completion of the repair, reconstruction and restoration pursuant to subsection (b), any excess money from the Net Proceeds of insurance over and above the costs of such repair, reconstruction and restoration shall be paid by the County to EDA and shall be applied as a credit to Basic Contract Payments becoming due thereafter as designated in writing by the County. In the event that all the Bonds are defeased pursuant to subsection (c), any remaining Net Proceeds shall be paid to or retained by the County.

(e) Condemnation.

(1) In the event that the Properties or any portion thereof are condemned or taken for any public or quasi-public use and title thereto vests in the party condemning or taking the same, the County shall determine in writing whether the Properties can be repaired, reconstructed and restored to such an extent that the utility of the Buildings, or any of them, can be largely maintained, restored or replaced and shall furnish copies of such determination to EDA.

(2) If the County shall determine in accordance with paragraph (1) of this subsection that the utility of the Buildings, can be maintained, restored or replaced following such taking, the Net Proceeds resulting from such taking shall be paid directly to the County and applied as hereinafter provided in this paragraph. The County agrees that, to the extent permitted by law, it will forthwith repair, reconstruct and restore the Properties, as nearly as shall be practicable, to substantially the same or an improved condition or utility as existed prior to the taking and will to the extent necessary apply the Net Proceeds of any condemnation award relating to such condemnation received by the County to the payment or reimbursement of the costs of such repair, reconstruction and restoration. It is further understood and agreed that, if the County shall determine that the Properties can be repaired, reconstructed and restored to such an extent that utility of the Buildings, or either of them, can be largely maintained, restored or replaced, the County shall complete the repair, reconstruction and restoration of the Properties, whether or not the Net Proceeds of the condemnation award received by the County for such purposes are sufficient to pay for the same.

(3) If the County shall determine in accordance with paragraph (1) of this subsection that the utility of the Buildings cannot be maintained, restored or replaced

following such taking, the Net Proceeds payable as a result of such taking shall be paid for the account of EDA to the Trustee and the County shall pay to the Trustee for the account of EDA such additional amount as shall be required, together with such Net Proceeds and all amounts held under the Trust Agreement and available for the purpose, for the Payment of the Bonds. Alternatively, if the County shall determine that the taking is limited to a Property it shall constitute compliance with the provisions of this paragraph (e)(3) if the Net Proceeds payable as a result of such taking together with other money held for the payment of or as security for the 2021 Bonds and any additional sums paid by the County are sufficient to provide for Payment of the Allocated Bonds, as applicable and shall be so applied.

(4) EDA shall cooperate with the County in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Properties or any part thereof.

(5) Any excess money from the Net Proceeds of a taking over and above the costs of repair, reconstruction and restoration prosecuted to completion in accordance with paragraph (2) of this subsection shall be paid by the County to EDA and applied as a credit against the Purchase Price and reduce the Basic Contract Payments becoming due thereafter as designated in writing by the County. In the event of Payment of the Bonds in accordance with paragraph (3) of this subsection, any remaining Net Proceeds shall be retained by or paid to the County.

SECTION 5.02. County's Assumption of the Maintenance and Management of the Properties. EDA shall have no duty or obligation to make any alteration, change, improvement, replacement, restoration or repair to, or to demolish, the whole or any part of the Properties. Except as otherwise provided in Section 5.01 hereof, as between the County and EDA, the County assumes the full and sole responsibility for the condition, operation, repair, alteration, improvement, replacement, maintenance and management of the Properties.

## **ARTICLE VI.**

### **INSURANCE**

The County shall procure and pay the requisite premiums for, and maintain during the Term of this Contract, the insurance described in Schedule 2 of this Contract. Such insurance shall be placed in effect on the Effective Date. The insurance policies required by this Contract and described in Schedule 2 shall name the Trustee as an additional named insured and shall provide that the policies shall not be changed or terminated without forty-five (45) days prior written notice to EDA and the Trustee. Nothing in this Contract shall prohibit the County from self-insuring against any one or more of the liabilities, perils or circumstances described in Schedule 2 if such insurance shall not be available on terms that, in the opinion of the Manager of the Risk Management Division of the Office of Finance of the County, are commercially reasonable. If the County self-insures against any one or more of the liabilities, perils or circumstances described in Schedule 2, it is understood that other parties cannot be named as additional named insureds.

**ARTICLE VII.**

**TITLE; LIENS**

SECTION 7.01. Title. As between the County and EDA, fee title to the Project shall vest in the County on the Effective Date in accordance with the provisions of Article III.

SECTION 7.02. No Impairment of EDA's Interests. Except for Permitted Encumbrances, the County shall not create or cause or, due to the County's negligence or willful misconduct, suffer to be created, and shall cause its transferees to covenant not to create or suffer to be created, any lien, encumbrance or charge upon this Contract, the Properties, or any part of any of them, or EDA's income derived from this Contract.

SECTION 7.03. County to Pay or Contest, Taxes, etc. Notwithstanding the provisions of Section 7.02 hereof, the County shall not be required to pay any tax, levy, charge, fee, rate, assessment or imposition to remove any lien described in Section 7.02, pay or otherwise satisfy and discharge its obligations, demands and claims against it or to comply with any lien, law, ordinance, rule, order, decree, decision, regulation or requirement so long as the County shall contest, in good faith and at its cost and expense, in its own name and behalf, the amount or validity thereof, in an appropriate manner or by appropriate proceedings which shall operate during the pendency thereof to prevent the collection of or other realization upon the tax, levy, charge, fee, rate, assessment, imposition, obligation, indebtedness, demand, claim or lien so contested, and the sale, forfeiture, or loss of the Properties or any part thereof, provided, that no such contest shall subject EDA to the risk of any liability. While any such matters are pending, the County shall not be required to pay, remove or cause to be discharged the tax, levy, charge, fee, rate, assessment, imposition, obligation, indebtedness, demand, claim or lien being contested unless the County agrees to settle such contest. Each such contest shall be promptly prosecuted to final conclusion (subject to the right of the County to settle such contest), and in any event the County, to the extent permitted by law, will save EDA harmless from and against all losses, judgments, decrees and costs (including attorneys' fees and expenses in connection therewith) as a result of such contest and will, promptly after the final determination of such contest or settlement thereof, pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable therein, together with all penalties, fines, interests, costs and expenses thereon or incurred in connection therewith.

**ARTICLE VIII.**

**REPRESENTATIONS**

SECTION 8.01. County Representations.

(a) Projects. As between EDA and the County, the County represents that the County is fully familiar with the Projects and the physical conditions thereof and the status of title thereto.

Except as expressly provided in this Contract, the County warrants that no representations, statements or warranties, express or implied, have been made by or on behalf of

EDA in respect of the Projects including the physical condition thereof, the status of title to the Properties, the availability of utilities or other infrastructure thereon or any facts, conditions, laws, regulations, rules or orders applicable thereto, now or in the future affecting the Properties, or the use that may be made of the Properties, and that the County has relied on no such representations, statements or warranties, and that EDA shall in no event whatsoever be liable for any latent or patent defects in the Projects or the Properties.

(b) Tax Representations.

(1) Except as permitted in this Section, the County represents that it shall not use, or permit the use of, any portion of the 2021 Public Works Property or the Refunded Bonds Properties by any person or entity for any private business use, other than a state or local governmental unit. For purposes of this subsection, the term “use” shall include the transfer of title or lease of all or any portion of the 2021 Public Works Property or the Refunded Bonds Properties, or operation of or the provision of services with respect to all or any portion of the 2021 Public Works Property or the Refunded Bonds Properties, or any contract for the management or operation of the 2021 Public Works Property or the Refunded Bonds Properties that does not conform to the guidelines set forth in Revenue Procedure 97-13 as amended or Revenue Procedure 16-44, as applicable, as such guidelines may be modified by the Internal Revenue Code of 1986, as amended (the “Code”), and regulations and procedures adopted pursuant thereto, or any contract or other arrangement permitting the use of all or any portion of the 2021 Public Works Property or the Refunded Bonds Properties on a basis other than as a member of the general public.

(2) The County may use, or permit the use of, any portion of the 2021 Public Works Property or the Refunded Bonds Properties by any person or entity that is not a state or local governmental unit or other “exempt person” as defined in the Code for any private business use, provided, that (i) the County shall not more than sixty (60) nor less thirty (30) days prior to the effective date of such proposed use, furnish or cause to be furnished to EDA a written description of the nature, scope and duration of such proposed use, the person or entity to be engaged in such proposed use and a copy of the proposed agreement between the County, or any transferee of the County, and such person or entity establishing the terms and conditions of such proposed use, and (ii) an attorney at law or a firm of attorneys, designated by EDA, of nationally recognized standing in matters pertaining to the exclusion of interest on bonds issued by states and their political subdivisions from gross income for federal income tax purposes, shall, on or prior to the effective date of such proposed use, have delivered to EDA an opinion, reasonably satisfactory in form and substance to EDA, to the effect that such proposed use will not adversely affect the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

SECTION 8.02. Representations Regarding Authorization. EDA and the County each represent to the other that it has full power and authority to enter into this Contract, and that when executed and delivered by it, this Contract shall have been duly authorized by all necessary corporate action and all necessary consents obtained and that this Contract shall be a valid and binding obligation.

## ARTICLE IX.

### EDA NOT LIABLE FOR INJURY OR DAMAGE, ETC.

SECTION 9.01. No Liability of EDA for Injury. To the fullest extent permitted by law, EDA shall not be liable for any injury or damage to any property or any person, happening on, in or about the Properties and their appurtenances, nor for any injury or damage to the Properties or to any property belonging to the County or any other person that may be caused by any fire, breakage or other event, or by the use, misuse or abuse of the Properties or area adjacent thereto (including, but not limited to, the common and public facilities, elevators, hatches, openings, installations, stairways or hallways, on or within the Properties) or that may arise from any other cause whatsoever, unless caused by the gross negligence or an intentional act of EDA or its agents or employees in their capacities as agents or employees.

SECTION 9.02. No Liability of EDA for Utility Failure, Weather, Leaks, Etc. EDA shall not be liable for any failure of water supply, gas or electric current, nor for any injury or damage to any property or person or to the Properties caused by or resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or other storms or disturbances, leakage of gasoline or oil from pipes, appliances, sewer or plumbing works, or from any other place.

## ARTICLE X.

### SPECIAL COVENANTS; COUNTY OPTIONS

SECTION 10.01. Power to Contract. EDA covenants that it has the right to make this Contract for the Term. The County may seek to enforce its rights under this Contract by any appropriate remedial action at law or in equity.

SECTION 10.02. EDA Right of Access. The County agrees that EDA, the Trustee and their or either of their duly authorized agents shall have the right, at all reasonable times with reasonable prior notice and subject to the rights of subtenants' under their respective subleases, to enter upon the Properties and to examine and inspect the Projects.

SECTION 10.03. Release of Portions of the Properties. (a) Notwithstanding any other provisions of this Contract, the parties hereto reserve the right at any time and from time to time to amend this Contract for the purpose of effecting the release and removal from the provisions of this Contract of any part of any Property with respect to which the County or a transferee of the County proposes to convey fee title to a public utility or public body in order that utility services or roads or other services may be provided for such Property or any portion thereof; provided, that if at the time any such amendment is made, any of the Bonds is outstanding and unpaid there shall be deposited with the Trustee the following:

- (1) A copy of the amendment or easement as executed;
- (2) A resolution of the Board of Supervisors of the County (i) stating that the County is not in default under any of the provisions of the Trust Agreement and EDA is not to the knowledge of the County in default under any of the provisions of this Contract, (ii) giving an

adequate legal description of that portion of such Property to be released, and (iii) stating the purpose for which the County desires the release;

(3) A certificate showing that EDA has approved such amendment and stating that EDA is not in default under any of the provisions of this Contract; and

(4) A certificate of an appropriate County Representative, dated not more than sixty (60) days prior to the date of the release, stating that, in the opinion of the person signing such certificate, the release proposed to be made will not impair the usefulness of such Property to serve as a \_\_\_\_\_, a \_\_\_\_\_ or a \_\_\_\_\_, as appropriate, or for other County approved purposes and, in the case of the land that constitutes a portion any such Property, will not destroy the means of ingress thereto and egress therefrom.

(b) Notwithstanding any other provisions of this Contract, the County may sell or otherwise dispose of its interest in any unimproved parts of the Properties (on which neither the Buildings or the utilities that serve them are located); provided, that if at the time any such sale or other disposition is proposed, all or any of the Bonds are outstanding and unpaid, there shall be deposited with the Trustee the following:

(1) The documents described in clauses (1), (2) and (3) above;

(2) An amount equal to \$2,000,000 per acre or any fraction thereof of the land being disposed; and

(3) A certificate of an appropriate County Representative, dated not more than sixty (60) days prior to the date of the disposition, stating that, in the opinion of the person signing such certificate, the release proposed to be made will not impair the usefulness of such Property to serve as a \_\_\_\_\_, a \_\_\_\_\_ or a \_\_\_\_\_, as appropriate, and will not destroy the means of ingress thereto and egress therefrom.

**SECTION 10.04. Granting of Easements.** The County and its transferees may at any time or times (i) grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Properties (collectively, "Easements") or (ii) release existing Easements and with or without consideration and upon such terms and conditions as the County shall determine, and the County and any transferee may execute and deliver any instrument necessary or appropriate to confirm to grant or release any such Easement provided, however, that neither the County nor its transferees will affect any such grant or release which will materially adversely affect the usefulness of such Property to serve as a \_\_\_\_\_, a \_\_\_\_\_ or a \_\_\_\_\_, as appropriate, or for other County approved purposes.

**SECTION 10.05. Assignment, Leasing and Subleasing.** Neither this Contract nor the rights and obligations of the County under this Contract shall be assigned in whole or in part without the consent of EDA. With EDA's consent, this Contract may be assigned in whole or in part, and the Properties may be further conveyed, leased or subleased as a whole or in part, by the County subject, however, to each of the following conditions:

(1) No assignment, conveyance, lease or sublease shall relieve the County from primary liability for any of its obligations hereunder, and in the event of any such assignment, conveyance, lease or sublease, the County shall continue to remain primarily liable for payment of the Contract Payments specified in Article IV and for performance and observance of the other agreements on its part herein provided to be performed and observed by it; and

(2) The assignee, transferee, lessee or sublessee, if not an affiliate under the direct or indirect control of the County, shall assume the obligations of the County hereunder, arising from and after the effective date of such assignment, other than the County's obligations under Article IV, to the extent of the interest assigned, conveyed, leased or subleased, and such assignment, lease or sublease shall be subject to all the terms and conditions of this Contract; and

(3) The County shall, within 30 days after the delivery thereof, furnish or cause to be furnished to EDA and to the Trustee a true and complete copy of each such assignment, conveyance, lease or sublease, as the case may be.

SECTION 10.06. Assignment of Contract by EDA. EDA shall assign its interest in and pledge all money receivable under this Contract, other than the Additional Contract Payments payable by the County under Section 4.01(b) and described in Section 4.02, to the Trustee pursuant to the Trust Agreement as security for payment of the principal of and the interest and any redemption premium, if any, on the Bonds. The County hereby consents to and acknowledges such assignment and consequently shall make all Basic Contract Payments and payments to be credited against Basic Contract Payments directly to the Trustee for the account of EDA.

SECTION 10.07. County Options to Terminate. The County may terminate the Term by paying to the Trustee, for the account of EDA, for deposit in the Debt Service Subfund under the Trust Agreement or escrow fund established in an escrow deposit agreement an amount that will be sufficient to purchase, redeem or defease all the outstanding Bonds in accordance with the provisions of Articles III, V and XIII of the Master Trust Agreement, and in case of redemption making arrangements satisfactory to the Trustee for the giving of the required notice of redemption.

## ARTICLE XI.

### USE AND MANAGEMENT OF PROPERTIES

SECTION 11.01. Permitted Use. The County shall use, or cause to be used, the Properties for public purposes permitted by the Enabling Act. The County shall not use, or suffer any one else to use, the Properties for other than public purposes permitted by the Enabling Act. Except as permitted by Section 8.01(b), there shall be no occupation or use of the Properties by the County or anyone else for any purpose other than as authorized by this Section, without the written consent of EDA and counsel to EDA.

SECTION 11.02. No Illegal or Hazardous Use. The County shall not use or occupy, nor permit or suffer the Properties or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose, or for any disreputable, dangerous, noxious or hazardous

business, use or purpose, or in such manner as to constitute a nuisance of any kind (public or private) by reason of odors, fumes, dust, smoke, noise or other pollution, or for any purpose or in any way in violation of the certificate of occupancy or of any applicable rules or regulations, or which may make void or voidable any insurance then in force on the Properties. Upon the discovery of any such unlawful, illegal, disreputable or hazardous use, the County shall immediately take all necessary steps, legal and equitable, to compel the discontinuance of such use.

SECTION 11.03. Properties Management. Nothing in this Contract shall constrain the County and its transferees and their lessees and sublessees and licensees from contracting for management, cleaning, maintenance, food, professional instruction or other services for the Properties, or portions of them, and enter into an agreement or agreements therefor, subject to the provisions of Section 8.01(b).

## ARTICLE XII.

### **EVENTS OF DEFAULT, CONDITIONAL LIMITATIONS, REMEDIES, ETC.**

SECTION 12.01. Events of Default. Subject to the provisions of Section 12.03, each of the following events shall be an “Event of Default” hereunder:

(1) subject to the provisions of Section 12.03, if the County shall fail to make any Basic Contract Payment or any part thereof on the due date thereof and such failure shall continue for one business day; or

(2) subject to the provisions of Section 12.03, if the County shall fail (i) to maintain or cause to be maintained the insurance required by Article VI, or (ii) to make any Additional Contract Payment, or any other payment under this Contract, required to be paid by the County hereunder for a period, after notice thereof from EDA to the County, of forty-five (45) days; or

(3) subject to the provisions of Section 12.02, if the County shall fail to observe or perform one or more of the other material terms, conditions, covenants or agreements of this Contract or any representation, and such failure or misrepresentation shall continue for a period of ninety (90) days after written notice thereof by EDA to the County specifying such failure (unless such failure or misrepresentation requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done or removed, as the case may be, within such ninety (90) day period, in which case no Event of Default shall be deemed to exist as long as the County shall have commenced curing the same within such ninety (90) day period and shall diligently and continuously prosecute the same to completion); or

(4) if the County shall admit, in writing, that it is unable to pay its debts as such become due or shall make an assignment for the benefit of creditors; or

(5) if the County shall file a voluntary petition in bankruptcy or the County shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under present or any future federal bankruptcy act or any other present or future applicable

federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the County or of all or any substantial part of the Properties or any interest of the County therein; or

(6) if within ninety (90) days after the commencement of any proceeding against the County seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within ninety (90) days after the appointment, without the consent or acquiescence of the County, of any trustee, receiver or liquidator of the County or of all or any substantial part of the Properties or any interest of the County therein, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment shall not have been vacated.

SECTION 12.02. Force Majeure. The foregoing provisions of Section 12.01(3) are subject to the following limitations: if by reason of Force Majeure, the County is unable in whole or in part to carry out any of its agreements herein contained, failure of the County to carry out any such agreements, shall not be deemed an Event of Default under Section 12.01(3) during the continuance of such inability, including a reasonable time for the removal of the effect thereof.

The term “Force Majeure” shall mean, without limitation, the following:

(1) acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials (other than the County), or any civil or military authority; war; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; droughts; floods; washouts; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or

(2) any cause, circumstance or event not reasonably within the control of the County.

The County agrees, however, to use commercially reasonable efforts to remedy with all reasonable dispatch the Force Majeure preventing it from carrying out its agreements; provided, that the settlement of any disputes of any nature shall be entirely within the discretion of the County, and the County shall not be required to make settlement or any such disputes by acceding to the demands of the opposing party or parties when such course is, in the judgment of the County Attorney for the County, unfavorable to the County.

**SECTION 12.03. Non-Appropriations. ANYTHING TO THE CONTRARY NOTWITHSTANDING ELSEWHERE IN THIS CONTRACT, THE FAILURE OF THE COUNTY TO PAY ALL OR ANY PORTION OF ANY AMOUNT OTHERWISE DUE AND PAYABLE UNDER THIS CONTRACT TO OR FOR THE ACCOUNT OF EDA OR THE TRUSTEE ON ACCOUNT OF THE FAILURE OF THE BOARD OF SUPERVISORS OF THE COUNTY TO APPROPRIATE SUCH SUM (AN “EVENT OF**

**NON-APPROPRIATION”) SHALL NOT, TO THE EXTENT OF SUCH FAILURE, CONSTITUTE A DEFAULT OR AN EVENT OF DEFAULT UNDER THIS CONTRACT.**

SECTION 12.04. Remedies. If an Event of Default shall have occurred and be continuing,

(1) In an Event of Default, EDA may, at its option, declare all installments of Basic Contract Payments (equal to all the then outstanding principal amounts of the Bonds and any accrued interest thereon) payable under Section 4.01(a) hereof for the remainder of the Term to be immediately due and payable, whereupon the same shall become immediately due and payable.

(2) In an Event of Default, EDA may take whatever action at law or in equity may appear necessary or desirable to collect the Contract Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Contract.

Any amounts collected pursuant to action taken under this Section shall be paid into the Debt Service Subfund under the Trust Agreement and applied in accordance with the provisions of the Trust Agreement, or, if the Payment of the Bonds shall have occurred, to EDA unless all sums owing hereunder by the County to EDA shall have been paid, in which case such amounts shall be paid to the County.

SECTION 12.05. No Remedy Exclusive. In an Event of Default, no remedy herein conferred upon or reserved to EDA or Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle EDA or the Trustee to exercise any remedy reserved to it in this Article XII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 12.06. Agreement to Pay Attorneys’ Fees and Expenses. If any Event of Default shall occur or in the event the County should default under any of the provisions of this Contract and, in any such case, EDA or the Trustee should employ attorneys or incur other expenses for the collection of Contract Payments or the enforcement of performance or observance of any obligation or agreement on the part of the County herein contained, the County agrees that it will on demand therefor pay to EDA or the Trustee the reasonable fees of such attorneys and such other expenses so incurred.

SECTION 12.07. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**ARTICLE XIII.**

**NOTICES**

SECTION 13.01. Notice Procedure. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Project, each such notice, demand, request, consent, approval or other communication shall be in writing (a “Notice”) and, any law or statute to the contrary notwithstanding, shall be effective for any purpose if given or served as follows:

(1) If to EDA, by registered or certified mail, postage prepaid, return receipt requested, or hand delivery addressed to EDA at 8300 Boone Boulevard, Suite 450, Tysons, Virginia 22182, Att: Executive Director, with a copy thereof sent to Michael W. Graff, Esq., c/o McGuireWoods LLP, 1750 Tysons Boulevard, Suite 1800, Tysons, Virginia 22102; or to such other party or address(es) as EDA may from time to time designate by notice given to the County by registered or certified mail as aforesaid.

(2) If to the County, by registered or certified mail, postage prepaid, return receipt requested, or hand delivery, addressed to Fairfax County, Virginia, 12000 Government Center Parkway, Fairfax, Virginia 22035, Att: County Executive; or to such other party or address(es) as the County may from time to time designate by notice given to the County by registered or certified mail as aforesaid.

(3) A copy of any notice sent to the County or EDA shall also be sent to the Trustee, by registered or certified mail, postage prepaid, or hand delivery, addressed as provided in the Trust Agreement.

SECTION 13.02. Receipt. Every notice, demand, request, consent, approval or other communication hereunder shall be deemed to have been given or served when received at the recipient’s office address as designated in Section 13.01.

**ARTICLE XIV.**

**MISCELLANEOUS**

SECTION 14.01. Performance of Governmental Functions. Notwithstanding anything to the contrary contained in this Contract, nothing contained in this Contract shall in any way estop, limit or impair the County from exercising or performing any regulatory, policing or other governmental functions with respect to the Properties.

SECTION 14.02. County Obligation Not to Pay Bonds. The obligation of the County to pay Basic Contract Payments, Additional Contract Payments and other amounts hereunder shall be as set forth herein, and nothing contained in this Contract shall obligate or be deemed to obligate the County to pay the principal of and premium, if any, and interest on the Bonds.

SECTION 14.03. Successors. The agreements, terms, covenants and conditions herein shall bind and inure to the benefit of EDA and the County and their respective successors and (except as otherwise provided herein) assigns.

SECTION 14.04. Limitation of Personal Liability. No covenant, condition or agreement contained in this Contract shall be deemed to be a covenant, agreement or obligation of any present or future member, commissioner, supervisor, officer, employee or agent of EDA or the County in his individual capacity. No member, commissioner, supervisor, officer, employee or agent of EDA or the County shall incur any personal liability with respect to any action pursuant to this Contract or the Enabling Act provided such commissioner, supervisor, officer, employee or agent acts in good faith.

SECTION 14.05. Invalidity of Certain Provisions. If any section, term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be or become invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law. EDA and the County agree to substitute for such section, term or provision of this Contract or the application thereof determined to be invalid or unenforceable, such other provision as closely approximating such invalid, illegal or unenforceable term or provision. If EDA and the County do not agree, they shall apply to a court of competent jurisdiction to substitute such provision as the court deems reasonable and judicially valid, legal and enforceable. Such provision determined by the court shall automatically be deemed part of this Contract ab initio.

SECTION 14.06. Amendment of Contract. This Contract cannot be changed or terminated orally, but only by a written instrument of change, modification, waiver or termination executed by the party against whom enforcement of any change, modification, waiver or discharge is sought, and in accordance with the Trust Agreement.

SECTION 14.07. Governing Law and Forum. The laws of the State govern the validity, interpretation, construction, and performance of this Contract. Unless otherwise agreed in writing, jurisdiction for the resolution of any disputes arising out of this Contract shall lie in a court of competent jurisdiction.

SECTION 14.08. No Joint Venture. Nothing herein is intended nor shall be deemed or construed to create a joint venture or partnership between EDA and the County or constitute either the agent of the other, nor to make EDA in any way responsible for the duties, responsibilities, obligations, liabilities, debts or losses of the County.

SECTION 14.09. Compliance with all Laws, Rules and Regulations. The parties hereto represent that each will comply with all applicable, binding laws, rules and regulations of any governmental authority relating to the use and occupancy of the Properties.

SECTION 14.10. Provision of Notices and Other Information to Rating Agencies. The County agrees to furnish to each Rating Agency requesting the same (i) copies of all filings made pursuant to its undertakings made pursuant to Rule 15c2-12 under the Securities Exchange Act

of 1934, as amended, and (ii) notice of any failure by the Board of Supervisors to appropriate timely amounts sufficient to pay the Basic Contract Payments and Additional Contract Payments due in the next fiscal year.

SECTION 14.11. Entire Agreement. This Contract, including the Exhibits and Schedules hereto, contains all the promises, agreements, conditions, inducements and understandings between EDA and the County relative to the sale of the Projects to the County and the refunding of the Refunded Bonds.

**IN WITNESS WHEREOF**, EDA and the County have duly executed this Contract under Seal as of the day and year first above written.

[SEAL]

SELLER:

**FAIRFAX COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

[SEAL]

PURCHASER:

**BOARD OF SUPERVISORS OF  
FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk to the Board

**EXHIBIT A**

**Legal Description**

**PROPERTIES DESCRIPTION**

**EXHIBIT B**

**PERMITTED ENCUMBRANCES**

**“Permitted Encumbrances”** shall mean, all encumbrances affecting title to the properties as of the date hereof and all encumbrances listed below as of any particular time:

(1) leases, licenses, concessions or other similar arrangements or rights to property which relate to the Properties which are of a type that is customarily the subject of such leases, licenses, concessions or other similar arrangements or rights to property, such as food service facilities, newsstands, convenience shops or other specialty services necessary or incidental to the operation of the Properties;

(2) liens for taxes and special assessments which are not then delinquent, or if then delinquent are being contested in accordance with Section 7.03 hereof;

(3) utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions which do not materially interfere with or materially impair the operation or usefulness of the Properties for their intended purpose;

(4) any mechanic’s, laborer’s, materialman’s, supplier’s or vendor’s lien or right in respect thereof if payment is not yet due under the contract in question or if such lien is being contested in accordance with the provisions of Section 7.03 hereof;

(5) such liens, defects, irregularities of title and encroachments on adjoining property as normally exist with respect to property similar in character to the Properties and which do not materially adversely interfere with or materially impair the operation or usefulness of the Properties for their intended purpose;

(6) zoning laws and similar restrictions which are not violated by the Properties;

(7) all right, title and interest of the Commonwealth of Virginia, municipalities and the public in and to tunnels, bridges and passageways over, under or upon a public way;

(8) liens of or resulting from any judgment or award, the time for the appeal or petition for rehearing of which shall not have expired, or in respect of which the County shall at any time in good faith be prosecuting an appeal or proceeding for a review and in respect of which a stay of execution pending such appeal or proceeding for review shall be in existence; and

(9) such liens, covenants, conditions and restrictions, if any, which are other than those of the type referred to in clauses (1) through (8) above, and which do not and will not, so far as can reasonably be foreseen, materially adversely affect the value of the Properties or materially interfere with or impair the operation or usefulness of the Properties for their intended purpose.

**SCHEDULE 1**

**BASIC CONTRACT PAYMENTS**

**DUE DATE**

**BASIC CONTRACT PAYMENT**

[note-to be broken out by Series]

**SCHEDULE 2**

**INSURANCE**

**REQUIRED INSURANCE**

On the Effective Date, the County shall place, or cause there to be placed, into effect the following coverages:

(1) Property Insurance: an insurance policy providing “all risks” coverage for direct physical loss or damage to the structure (real and personal property), to be used in, incidental to, or during operation and maintenance of the Project (certain exclusions and limitations apply).

The coverage under the policy shall have a coverage limit equal to one hundred percent (100%) of the replacement cost value of such property, to be determined periodically at the request of the County, but not less frequently than annually, by one of the insurers or an appraiser, an architect or contractor chosen by the County.

(2) General Liability Insurance: a standard (1/73 Ed.) ISO occurrence Form Commercial General Liability Insurance policy, or its equivalent or better, covering the liability of the County for all operations and maintenance in connection with the Buildings.

The coverage under such insurance policy or policies, shall have not less than the following limits:

Personal Injury and Property Damage Liability.

\$5,000,000 combined aggregate limit each occurrence.

If necessary, elevator coverage will also be included.

**MISCELLANEOUS**

(1) All terms and conditions of the insurance procured and/or self-insurance maintained by the County and its transferees shall be submitted to EDA and the Trustee within ninety 90 days of inception of said policies.

(2) The insurance policies described in this schedule shall provide that the policies shall not be changed or terminated without forty-five (45) days prior written notice to both EDA and the Trustee.

(3) Such insurance shall be issued by companies licensed to do business in the Commonwealth of Virginia with the Best's Key Rating of at least A-:VI.

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FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

to

U.S. BANK NATIONAL ASSOCIATION,

As Trustee

---

FIFTH SUPPLEMENTAL TRUST AGREEMENT

Authorizing and Securing

\$ \_\_\_\_\_

Fairfax County Facilities Revenue Bonds Series 2021 A  
(County Facilities Projects) (Green Bonds)

and

\$ \_\_\_\_\_

Fairfax County Facilities Revenue Refunding Bonds Series 2021 B  
(County Facilities Projects)

and

\$ \_\_\_\_\_

Fairfax County Facilities Revenue Refunding Bonds  
Series 2021 C (County Facilities Projects) (Federally Taxable)

and

\$ \_\_\_\_\_

Fairfax County Facilities Revenue Refunding Bonds  
Series 2021 D (County Facilities Projects) (Federally Taxable)

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Dated as of \_\_\_\_\_ 1, 2021

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## **FIFTH SUPPLEMENTAL TRUST AGREEMENT**

This **FIFTH SUPPLEMENTAL TRUST AGREEMENT**, dated as of \_\_\_\_ 1, 2021, by and between **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “EDA”), and **U.S. BANK NATIONAL ASSOCIATION**, a banking corporation duly organized and existing under the laws of the United States of America, and having a corporate trust office in Richmond, Virginia, which is authorized under such laws to exercise corporate trust powers, is subject to examination by state authority, as trustee under the Master Trust Agreement hereinafter mentioned (in such capacity, the “Trustee”):

### **W I T N E S S E T H:**

**WHEREAS**, EDA has heretofore caused to be executed and delivered a master trust agreement, dated as of January 1, 2005 (the “Master Trust Agreement”), by and between the EDA and the predecessor in trust to the Trustee, for the purpose of fixing and declaring the conditions upon which bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and in order to secure the payment of all bonds at any time issued and outstanding thereunder, and the interest thereon, according to their tenor, purport and effect; and

**WHEREAS**, the Master Trust Agreement provides that bonds may be issued under and secured by the Master Trust Agreement from time to time for the purpose of providing funds, together with any other available funds, for paying all or any portion of the Cost of acquiring, improving, equipping, furnishing any “Authority facility” (as such term is defined by the Enabling Act); and

**WHEREAS**, in accordance with the provisions of the Master Trust Agreement and a First Supplemental Trust Agreement, EDA issued its \$60,690,000 Fairfax County Facilities Revenue Bonds Series 2005 A (School Board Central Administration Building Project Phase I) (the “Series 2005 A Bonds”) for the purpose of providing funds to finance the costs of the purchase and improvement of certain property to be used by the Fairfax County School Board as a school administration building and the purchase of certain land adjacent thereto and to pay costs in connection with the issuance of the Series 2005 A Bonds; and

**WHEREAS**, in accordance with the provisions of the Master Trust Agreement and a Second Supplemental Trust Agreement, EDA issued its \$65,965,000 Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) (the “Series 2012 A Bonds”) for the purpose of providing funds to finance the construction and improvement of certain property to be used by Fairfax County, Virginia (the “County”), as a mental health facility and as a neighborhood community center and to pay costs in connection with the issuance of the Series 2012 A Bonds; and

**WHEREAS**, in accordance with the provisions of a trust agreement, dated as June 1, 2003, and a second supplemental trust agreement, dated as of April 1, 2012 (the “Laurel Hill Trust Agreement”), each between EDA and U.S. Bank National Association, as successor trustee (in such capacity, the “Laurel Hill Trustee”), EDA issued its \$47,745,000 Revenue Refunding

Bonds (Laurel Hill Public Facilities Projects) Series 2012 A (the “Laurel Hill Series 2012 A Bonds”) for the purpose of providing funds to refinance certain EDA bonds previously issued to finance the construction and improvement of (i) a public high school and (ii) a public golf course and related structures, facilities and equipment, and to pay costs in connection with the issuance of the Series 2012 A Bonds; and

**WHEREAS**, in accordance with the provisions of the Master Trust Agreement and a Third Supplemental Trust Agreement, the EDA issued its \$170,690,000 Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the “Series 2014 A Bonds”) (i) to finance the costs of the construction and improvements on certain property of the County to be used by the County as public safety facility, (ii) to refund certain outstanding Series 2005 A Bonds maturities, (iii) to pay certain interest costs on the bonds through October 1, 2016, and (iv) to pay costs in connection with the issuance of the Series 2014 A Bonds; and

**WHEREAS**, in accordance with the provisions of the Master Trust Agreement and a Third Supplemental Trust Agreement, the EDA issued its \$30,175,000 Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the “Series 2014 B Bonds”) (i) to finance the costs of financed on a permanent basis the acquisition from LAF, LLC of its leasehold interest in the Workhouse Arts Center located at 9601 Ox Road, Lorton, Virginia and (ii) to pay costs in connection with the issuance of the Series 2014 B Bonds; and

[**WHEREAS**, in accordance with the provisions of the Master Trust Agreement and a Fourth Supplemental Trust Agreement, the EDA issued its \$19,060,000 Fairfax County Facilities Revenue Bonds Series 2017 A (Federally Taxable) (County Facilities Projects) (the “Series 2017 A Bonds”) (i) to finance 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 potential County approved purposes and (ii) to pay costs associated with the issuance of Series 2017 A Bonds; and]

**WHEREAS**, in accordance with the provisions of the Master Trust Agreement and a Fourth Supplemental Trust Agreement, the EDA issued its \$31,150,000 Fairfax County Facilities Revenue Bonds Series 2017 B (County Facilities Projects) (the “Series 2017 B Bonds”) (i) to refund certain outstanding maturities of the EDA’s Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects), which were issued to finance a portion of the cost of construction of a mental health facility, a related parking garage and a neighborhood community center and (ii) to pay costs associated with the issuance of Series 2017 B Bonds; and

**WHEREAS**, in accordance with the provisions of the Master Trust Agreement, the EDA has by resolution adopted on \_\_\_\_, 2021 (the “Authorizing Resolution”), authorized the issuance under this Fifth Supplemental Trust Agreement of one series of its revenue bonds for the purpose of providing funds, together with any other available funds, (i) to finance the costs of the construction and improvement of a facility to be used by the County as a consolidated public works complex for the County’s stormwater and wastewater divisions (as more particularly described herein, the “2021 Public Works Project”), and (ii) to pay costs in connection with the issuance of the Series 2021 A Bonds; and

**WHEREAS**, in accordance with the provisions of the Master Trust Agreement, the EDA has adopted the Authorizing Resolution and thereby authorized the issuance under this Fifth Supplemental Trust Agreement of three series of its revenue bonds for the purpose of providing funds, together with other available funds, (i) to refund certain outstanding maturities of [description of refunded bonds to come] and (ii) to pay costs in connection with the issuance of the Series 2021 B Bonds, the Series 2021 C Bonds and the Series 2021 D Bonds; and

**WHEREAS**, Sections 208 and 209 of the Master Trust Agreement contemplate that the EDA may fix or provide for in this Fifth Supplemental Trust Agreement the aggregate principal amount of such series of bonds, the maturity dates, the interest rates, the redemption provisions and other details thereof; and

**WHEREAS**, Section 1101(e) of the Master Trust Agreement provides that the EDA may enter into a supplement to the Master Trust Agreement, in form satisfactory to the Trustee, which shall not be inconsistent with the terms and provisions of the Master Trust Agreement, to provide for the issuance and to fix the details of the bonds issued under Sections 208 and 209 of the Master Trust Agreement; and

**WHEREAS**, the execution and delivery of this Fifth Supplemental Trust Agreement have been duly authorized by the Authorizing Resolution, and EDA has requested the Trustee join with it in the execution of this Fifth Supplemental Trust Agreement; and

**WHEREAS**, all acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia and by the resolutions of the EDA to happen, exist and be performed precedent to and in the execution of this Fifth Supplemental Trust Agreement have happened, exist and have been performed as so required; and

**WHEREAS**, the Trustee has accepted the trusts created by this Fifth Supplemental Trust Agreement and in evidence thereof has joined in the execution hereof;

**NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL TRUST AGREEMENT WITNESSETH**, that in consideration of the premises and of the acceptance by the Trustee of the trusts created hereby and by the Master Trust Agreement, and also for and in consideration of the sum of One Dollar to the EDA in hand paid by the Trustee at or before the execution and delivery of this Fifth Supplemental Trust Agreement, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and covenanted by and between the parties hereto, as follows:

## ARTICLE I

### DEFINITIONS

Section 1.01. **Meaning of Words and Terms.** All terms not defined herein shall have the meanings given to them in the Master Trust Agreement.

“**Additional Bonds**” means the Bonds issued pursuant to the provisions of Section 208 of the Master Trust Agreement, except the Series 2021 Bonds, and any Refunding Bonds issued pursuant to the provisions of Section 209 of the Master Trust Agreement, except the Series 2021

B Bonds, the Series 2021 C Bonds and the Series 2021 D Bonds, to refund Bonds issued for the Series 2021 Public Works Project, the Series 2012 A Bonds, the Series 2014 A Bonds, the Series 2014 B Bonds, the Series 2017 B Bonds, or Bonds previously issued to refund such Bonds.

“**Bond Counsel**” means any attorney or firm of attorneys selected by the EDA whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

“**Bonds to be Refunded**” means the [Refunded 2012 A Bonds, the Refunded 2012 A Laurel Hill Bonds, the Refunded 2014 A Bonds, the Refunded 2014 B Bonds and the Refunded 2017 B Bonds ] refunded by a portion of the proceeds of the Series 2021 B Bonds or the Series 2021 C Bonds.

“**Business Day**” means any day on which the New York Stock Exchange is open, other than a Saturday or Sunday and other than a day on which commercial banks (including the Trustee, the Bond Registrar, any Credit Bank, any Insurer and any Paying Agent) are authorized to close in the Commonwealth of Virginia or in New York, New York.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“**Deposit Day**” means the last Business Day of each March and September, commencing March 31, 2022.

“**DTC**” shall mean The Depository Trust Company and its successors.

“**EDA Representative**” means each of the persons at the time designated to act on behalf of EDA in a written certificate furnished to the Trustee, any Paying Agent and the Bond Registrar, which certificate shall contain the specimen of the signature(s) of such person(s) and shall be executed on behalf of EDA by the Chairman.

“**Interest Payment Date**” means each April 1 and October 1, commencing April 1, 2022.

“**Investment Obligations**” means Government Obligations and, to the extent from time to time permitted by the laws of the State, (A) the obligations of (i) Export-Import Bank, (ii) Government National Mortgage Association, (iii) Federal Housing Administration, (iv) Farmers Home Administration, (v) United States Postal Service, (vi) Resolution Funding Corporation Interest STRIPS, (vii) United States Agency for International Development, and (viii) any other agency or instrumentality of the United States of America now or hereafter created which obligations are backed by the full faith and credit of the United States of America; (B) the obligations of (i) Federal National Mortgage Association, (ii) Federal Intermediate Credit Banks, (iii) Federal Banks for Cooperatives, (iv) Federal Land Banks, (v) Federal Home Loan Banks, (vi) Federal Financing Bank, (vii) Federal Farm Credit System, (viii) Federal Home Loan Mortgage Corporation, (ix) Resolution Funding Corporation Principal STRIPS, or (x) any other government-sponsored enterprises, federal agencies, or federal corporations established pursuant to an act of Congress; (C) obligations of state or local government bond issuers, provision for the payment of the principal of and interest on which shall have been made by deposit with an escrow agent or trustee of Government Obligations the principal of and interest on which when

due will be sufficient to pay the principal of and interest on such state or local government obligations when due, which obligations have been rated by Moody's Investors Service and Standard and Poor's Corporation in one of two highest rating categories (without regard to gradations such as "plus" or "minus", of such categories); (D) commingled investment pools pursuant to the Government Non-Arbitrage Act, Chapter 47, Title 2.2, Code of Virginia, 1950, as amended; (E) local government investment pools that comply with the Government Accounting Standards Board's Statement 79, that maintain a rating of AAAm by S&P or Aaa-mf by Moody's, that have a primary investment objective of maintaining a net asset value of 1.00 per share, and that invest in securities permitted under Investment of Public Funds Act (Chapter 45, Title 2.2, Code of Virginia, 1950, as amended); (F) any repurchase agreement that is with (i) a bank or trust company (including any Trustee, Bond Registrar, Paying Agent and their affiliates), or any other financial institution rated at least "BBB-" or "Baa3" by any nationally recognized rating agency, that has a combined capital, surplus and undivided profits not less than \$50,000,000, or (ii) a subsidiary trust company under the Trust Subsidiary Act, Title 6.1, Article 3.1, Code of Virginia, 1950, as amended, whose parent State bank or bank holding company has undertaken to be responsible for the acts of such subsidiary trust company pursuant to the provisions of Section 6.1 32.7(a) of the Trust Subsidiary Act, or any successor provision of law, and whose combined capital, surplus and undivided profits, together with that of its parent State bank or bank holding company, as the case may be, is not less than \$50,000,000, or (iii) a government bond dealer rated at least "BBB-" or "Baa3" by any nationally recognized rating agency reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York for Government Obligations or obligations described in (A) or (B) above and having on the date of the repurchase agreement a fair market value equal to at least 104% of the amount of the repurchase obligation of the counterparty if invested in Government Obligations or obligations described in (A) or (ii) 105% of the amount of the repurchase obligation of the counterparty if invested in obligations described in (B); provided, however, that such obligations purchased must be transferred to the Trustee or a third party agent by physical delivery or by an entry made on the records of the issuer of such obligations. Any investment in a repurchase agreement shall be considered to mature on the date the bank or trust company providing the repurchase agreement is obligated to repurchase the Investment Obligations;; and (G) any and all investments authorized by the Investment of Public Funds Act (Section 2.2-4500 *et seq.* Code of Virginia, 1950, as amended). Any investment in obligations described in (A), (B), (C) and (G) above may be made in the form of an entry made on the records of the issuer of the particular obligation.

**"Net Proceeds"** when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after the payment of all out-of-pocket expenses of the applicable parties incurred in the collection of such gross proceeds.

**"Opinion of Bond Counsel"** means a written opinion of Bond Counsel.

**"Paying Agent"** means U.S. Bank National Association or any successor as the paying agent of the Series 2021 Bonds.

**“Payment Agreement”** means the Installment Purchase Contract, dated as of \_\_\_\_ 1, 2021, between EDA and the County relating to the Project and the Bonds to be Refunded, together with any supplements and amendments thereto permitted thereby.

**“Pledged Revenues”** means (a) all payments of Basic Payments, (b) all payments of Additional Payments except to the extent to pay EDA Liabilities and (c) the income from the investment under the provisions of the Master Trust Agreement of the money held for the credit of the various subfunds and accounts created under the Master Trust Agreement. Pledged Revenues shall not include the proceeds of any insurance, other than as mentioned above, or any capital gifts, grants, donations or contributions or borrowed funds. Any lump sum payment or prepayment received by the Trustee and not accompanied by instructions from the EDA Representative to the contrary shall be reserved by the Trustee in the County Facilities Projects Fund, disbursed to the Debt Service Subfund, and recognized as Pledged Revenues, semi-annually over the appropriate accrual period; provided, however, that if the EDA Representative shall direct, such lump sum payment or prepayment shall be applied to the redemption or defeasance of the Series 2021 A Bonds, the Series 2021 B Bonds, the Series 2021 C Bonds or the Series 2021 D Bonds in accordance with such direction.

**“Principal Payment Date”** means each October 1 for the Series 2021 Bonds and upon which the principal of the Series 2021 Bonds is stated to mature or upon which the principal of any Term Bond is subject to mandatory sinking fund redemption.

**“Projects”** means, collectively, the 2021 Public Works Project and the Refunded Projects.

**“Properties”** means, collectively the 2021 Public Works Property and the Refunded Bonds Properties.

**“Purchase Price”** means an amount equal to the principal amount of the Series 2021 Bonds and any Additional Bonds.

**“Rebate Liability”** means the amount or amounts periodically determined by an Accountant selected by the EDA Representative to be set aside in the Improvement Subfund and the amount or amounts to be paid to the United States of America pursuant to Section 148(f) of the Code.

**“Redemption Price”** means, with respect to the Series 2021 Bonds or a portion thereof, the principal amount of such Series 2021 Bonds or portion thereof plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with the terms of this Fifth Supplemental Trust Agreement and the Master Trust Agreement.

**“Refunded Bonds Properties”** means, collectively, the \_\_\_\_\_ Property, the \_\_\_\_\_ Property, the \_\_\_\_\_ Property and the \_\_\_\_\_ Property.

**“Refunded Projects”** means, collectively, the \_\_\_\_\_ Project, the \_\_\_\_\_ Project, the \_\_\_\_\_ Project and the \_\_\_\_\_ Project.

**“Refunded 2012 A Bonds”** means certain outstanding Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) issued by EDA and refunded by a portion of the proceeds of the Series 2021 B Bonds.

**“Refunded 2012 A Laurel Hill Bonds”** means certain outstanding Fairfax County Facilities Revenue Refunding Bonds (Laurel Hill Public Facilities Projects) Series 2012A issued by EDA and refunded by a portion of the proceeds of the Series 2021 C Bonds.

**“Refunded 2014 A Bonds”** means certain outstanding Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) issued by EDA and refunded by a portion of the proceeds of the Series 2021 D Bonds.

**“Refunded 2014 B Bonds”** means certain outstanding Fairfax County Facilities Revenue and Refunding Bonds Series 2014 B (County Facilities Projects) (Federally Taxable) issued by EDA and refunded by a portion of the proceeds of the Series 2021 C Bonds.

**“Refunded 2017 B Bonds”** means certain outstanding Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) issued by EDA and refunded by a portion of the proceeds of the Series 2021 C Bonds.

**“Series 2021 Bonds”** means, collectively, the Series 2021 A Bonds, the Series 2021 B Bonds, the Series 2021 C Bonds, and the Series 2021 D Bonds.

**“Series 2021 A Bonds”** means the Series 2021 A Bonds issued pursuant to the provisions of Section 208 of the Master Trust Agreement and this Fifth Supplemental Trust Agreement for the purpose of (i) financing the costs of the Project and (ii) paying costs in connection with the issuance of the Series 2021 A Bonds.

**“Series 2021 B Bonds”** means the Series 2021 B Bonds issued pursuant to the provisions of Section 209 of the Master Trust Agreement and this Fifth Supplemental Trust Agreement for the purpose of (i) refunding certain outstanding [Series 2012 A Bonds] maturities and (ii) paying costs in connection with the issuance of the Series 2021 B Bonds.

**“Series 2021 C Bonds”** means an the Series 2021 C Bonds issued pursuant to the provisions of Section 209 of the Master Trust Agreement and this Fifth Supplemental Trust Agreement for the purpose of (i) refunding certain outstanding [Laurel Hill Series 2012 A Bonds, Series 2014 B Bonds and Series 2017 B Bonds] maturities and (ii) paying costs in connection with the issuance of the Series 2021 C Bonds.

**“Series 2021 D Bond Purchaser”** means Wells Fargo Municipal Capital Strategies, LLC, as the initial owner of the Series 2021 D Bonds.

**“Series 2021 D Bonds”** means the Series 2021 D Bonds issued pursuant to the provisions of Section 209 of the Master Trust Agreement and this Fifth Supplemental Trust Agreement for the purpose of (i) refunding certain outstanding [Series 2014 A Bonds] maturities and (ii) paying costs in connection with the issuance of the Series 2021 D Bonds.

“**Sinking Fund Requirements**” means, with respect to Term Bonds of each maturity, the principal amount fixed or computed for the retirement of such Term Bonds by purchase or redemption pursuant to the provisions of Section 3.01 of this Fifth Supplemental Trust Agreement.

“**Term Bonds**” means all or some of the Bonds of a series, other than Serial Bonds, stated to be payable by their terms on one or more dates and so designated in this Fifth Supplemental Trust Agreement.

“**2021 Public Works Project**” means the construction and improvement of the 2021 Public Works Property for use by the County as a facility to be used by the County as a consolidated public works complex for the County’s stormwater and wastewater divisions.

“**2021 Public Works Property**” means \_\_\_\_\_, Virginia, an approximately \_\_\_\_ acre parcel of land upon which the 2021 Public Works Project is located.

“**Underwriters**” means (i) with respect to the Series 2021 A Bonds and the Series 2021 B Bonds, \_\_\_\_\_, and (ii) with respect to the Series 2021 C Bonds, \_\_\_\_\_.

## ARTICLE II

### DETAILS OF BONDS; ISSUANCE OF BONDS

(a) **Terms of the Series 2021 A Bonds.** The Series 2021 A Bonds shall be designated “Fairfax County Facilities Revenue Bonds Series 2021 A (County Facilities Projects) (Green Bonds).” The Series 2021 A Bonds shall be issued in registered form without coupons, registered in the name of Cede & Co., as nominee of DTC, and numbered R-1 and upward. The definitive Series 2021 A Bonds issued under the provisions of this Fifth Supplemental Trust Agreement shall be Current Interest Bonds issued in substantially the form set forth in the Master Trust Agreement. The Series 2021 A Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_\_ shall be dated the day of their delivery and shall be issued in denominations of \$5,000 and any multiple thereof, one bond per maturity. \$\_\_\_\_\_ Series 2021 A Bonds shall be serial bonds maturing in the years, in the principal amounts and bearing interest at the rates per annum, as follows:

<u>Year</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Year</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2022			2030		
2023			2031		
2024			2032		
2025			2033		
2026			2034		
2027			2035		
2028			2036		
2029					

\$\_\_\_\_\_ of the Series 2021 A Bonds shall be Term Bonds consisting of \$\_\_\_\_\_ principal amount of Term Bonds maturing on October 1, 20\_\_, and bearing interest at the rate of \_\_\_\_\_% per annum and \$\_\_\_\_\_ principal amount of Term Bonds maturing on October 1, 20\_\_, and bearing interest at the rate of \_\_\_\_\_% per annum

The Sinking Fund Requirements, defined in Section 1.01 above and referred to in Section 301 of the Master Trust Agreement, for the Term Bonds maturing October 1, 20\_\_, herein authorized, shall be the following amounts on October 1st of the following years:

<u>Term Bonds due October 1, 20--</u>	
<u>Year</u>	<u>Principal</u> <u>Amount</u>
20--	
20--*	

---

\* Final maturity

The Sinking Fund Requirements, defined in Section 1.01 above and referred to in Section 301 of the Master Trust Agreement, for the Term Bonds maturing October 1, 20\_\_, herein authorized, shall be the following amounts on October 1st of the following years:

<u>Term Bonds due October 1, 20--</u>	
<u>Year</u>	<u>Principal Amount</u>
20--	\$
20--	
20--*	

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\* Final maturity

Interest on the Series 2021 A Bonds shall be payable semiannually (based upon a 360-day year of twelve 30-day months) on the 1st day of April and October in each year to maturity, commencing April 1, 2022. The Regular Record Date for the Series 2021 A Bonds shall be the 15<sup>th</sup> day (whether or not a business day) of the calendar month next preceding the applicable Interest Payment Date.

(b) **Terms of the Series 2021 B Bonds.** The Series 2021 B Bonds shall be designated “Fairfax County Facilities Revenue Refunding Bonds Series 2021 B (County Facilities Projects).” The Series 2021 B Bonds shall be issued in registered form without coupons, registered in the name of Cede & Co., as nominee of DTC, and numbered R-1 and upward. The definitive Series 2021 B Bonds issued under the provisions of this Fifth Supplemental Trust Agreement shall be Current Interest Bonds issued in substantially the form set forth in the Master Trust Agreement. The Series 2021 B Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_\_ shall be dated the day of their delivery and shall be issued in denominations of \$5,000 and any multiple thereof, one bond per maturity. \$\_\_\_\_\_ Series 2021 B Bonds shall be serial bonds maturing in the years, in the principal amounts and bearing interest at the rates per annum, as follows:

<u>Year</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Year</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2022			2029		
2023			2030		
2023			2031		
2024			2032		
2025			2033		
2026			2034		
2027			2035		
2028			2036		

Interest on the Series 2021 B Bonds shall be payable semiannually (based upon a 360-day year of twelve 30-day months) on the 1st day of April and October in each year to maturity, commencing April 1, 2022. The Regular Record Date for the Series 2021 B Bonds shall be the 15<sup>th</sup> day (whether or not a business day) of the calendar month next preceding the applicable Interest Payment Date.

(c) **Terms of the Series 2021 C Bonds.** The Series 2021 C Bonds shall be designated “Fairfax County Facilities Revenue Refunding Bonds Series 2021 C (County Facilities Projects)(Federally Taxable).” The Series 2021 C Bonds shall be issued in registered form without coupons, registered in the name of Cede & Co., as nominee of DTC, and numbered R-1 and upward. The definitive Series 2021 C Bonds issued under the provisions of this Fifth Supplemental Trust Agreement shall be Current Interest Bonds issued in substantially the form set forth in the Master Trust Agreement. The Series 2021 C Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_\_ shall be dated the day of their delivery and shall be issued in denominations of \$5,000 and any multiple thereof, one bond per maturity. \$\_\_\_\_\_ Series 2021 C Bonds shall be serial bonds maturing in the years, in the principal amounts and bearing interest at the rates per annum, as follows:

<u>Year</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Year</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2022			2029		
2023			2030		
2023			2031		
2024			2032		
2025			2033		
2026			2034		
2027			2035		
2028			2036		

Interest on the Series 2021 C Bonds shall be payable semiannually (based upon a 360-day year of twelve 30-day months) on the 1st day of April and October in each year to maturity, commencing April 1, 2022. The Regular Record Date for the Series 2021 C Bonds shall be the 15<sup>th</sup> day (whether or not a business day) of the calendar month next preceding the applicable Interest Payment Date.

(d) **Terms of the Series 2021 D Bonds.** The Series 2021 D Bonds shall be designated “Fairfax County Facilities Revenue Refunding Bonds Series 2021 D (County Facilities Projects) (Federally Taxable).” The Series 2021 D Bonds shall be issued in registered form without coupons, initially registered in the name of the Series 2021 D Bond Purchaser, and numbered R-1 and upward. The definitive Series 2021 D Bonds issued under the provisions of this Fifth Supplemental Trust Agreement shall be Current Interest Bonds issued in substantially the form set forth in the Master Trust Agreement, with such additions, deletions and modifications as may be necessary or desirable to conform the Series 2021 D Bonds to the applicable terms of this Fifth Supplemental Trust Agreement. The Series 2021 D Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_\_, shall be dated the day of their delivery and shall be issued in denominations of \$250,000 and any greater multiple of \$1,000. The Series 2021 D Bonds shall be Term Bonds maturing on \_\_\_\_ 1, 20\_\_.

Interest on the Series 2021 D Bonds shall be payable semiannually (based upon a 360-day year of twelve 30-day months) on the 1st day of April and October in each year to maturity, commencing April 1, 2022. The Regular Record Date for the Series 2021 D Bonds shall be the 15<sup>th</sup> day (whether or not a business day) of the calendar month next preceding the applicable Interest Payment Date.

The Series 2021 D Bonds shall bear interest, be transferrable and have such additional terms and conditions as set forth in Exhibit A to this Fifth Supplemental Trust Agreement, which is hereby incorporated into this Section 2.01(d) as set forth herein. To the extent of any conflict

between a provision of such Exhibit A with respect to the Series 2021 D Bonds and other provisions set forth in this Fifth Supplemental Trust Agreement or the Master Trust Agreement, the terms of such Exhibit A shall prevail with respect to the Series 2021 D Bonds.

Section 2.01. **Authentication.** Upon their execution in the form and manner set forth in the Master Trust Agreement and this Fifth Supplemental Trust Agreement, the Series 2021 Bonds shall be deposited with the Bond Registrar for authentication, and the Bond Registrar is hereby authorized and directed to authenticate and the Trustee shall cause the Bond Registrar to (i) deliver the Series 2021 A Bonds for the account of \_\_\_\_\_, as representative of the underwriters (the “Underwriters”) for the Series 2021 Bonds, at DTC, but only upon payment to the Bond Registrar, for the account of EDA, of \$\_\_\_\_\_, being the amount of the purchase price of the Series 2021 A Bonds net of the amount of the good faith deposit, (ii) deliver the Series 2021 B Bonds for the account of the Underwriters for the Series 2021 B Bonds, at DTC, but only upon payment to the Bond Registrar, for the account of EDA, of \$\_\_\_\_\_, being the amount of the purchase price of the Series 2021 B Bonds net of the amount of the good faith deposit, (iii) deliver the Series 2021 C Bonds for the account of the Underwriters for the Series 2021 C Bonds, at DTC, but only upon payment to the Bond Registrar, for the account of EDA, of \$\_\_\_\_\_, being the amount of the purchase price of the Series 2021 C Bonds net of the amount of the good faith deposit, and (iv) deliver the Series 2021 D Bonds to the Series 2021 D Bond Purchaser, but only upon payment to the Bond Registrar, for the account of EDA, of \$\_\_\_\_\_, being the amount of the purchase price of the Series 2021 D Bonds.

In addition, on the date of delivery of the Series 2021 Bonds, the County shall deliver to the Trustee, for the account of EDA, the good faith deposit of \$\_\_\_\_\_ for the Series 2021 A Bonds previously provided by the Underwriters, the good faith deposit of \$\_\_\_\_\_ for the Series 2021 B Bonds previously provided by the Underwriters, and the good faith deposit of \$\_\_\_\_\_ for the Series 2021 C Bonds previously provided by the Underwriters.

Section 2.02. **Requirements Before Issuance.** Before the Series 2021 Bonds shall be delivered by the Bond Registrar, there shall be filed or deposited with the Bond Registrar, each of the documents required by Section 208 (a) to (h), inclusive of the Master Trust Agreement.

Section 2.03. **Application of the Proceeds of the Series 2021 Bonds.** (a) The proceeds (including any premium) of the Series 2021 A Bonds shall be applied by the Trustee simultaneously with the delivery of said Series 2021 A Bonds as follows:

(A) with the Trustee, to the credit of a special account in the Construction Subfund (the “2021 A Costs of Issuance Account”), \$\_\_\_\_\_, being an amount equal to the sum of the costs associated with the issuance of such Series 2021 A Bonds; and

(B) with the Trustee, to the credit of a special account in the Construction Subfund for purposes of the constructing and equipping of the 2021 Public Works Project (the “2021 A Project Account”), being the balance remaining (\$\_\_\_\_\_) after the foregoing deposits have been made.

(b) The proceeds (including any premium) of the Series 2021 B Bonds shall be applied by the Trustee simultaneously with the delivery of said Series 2021 B Bonds as follows:

(A) with the Trustee, to the credit of a special account in the Construction Subfund (the “2021 B Costs of Issuance Account”), \$\_\_\_\_\_, being an amount equal to the sum of the costs associated with the issuance of such Series 2021 B Bonds; and

(B) [to be revised for multiple escrow agreements, depending on actual bonds to be refunded] with the Escrow Agent, to the credit of the Escrow Fund established pursuant to the terms of an Escrow Deposit Agreement for the purpose of refunding the Bonds to be Refunded, dated as of \_\_\_\_\_, 2021, between U.S. Bank National Association, as escrow agent, and EDA, being the balance remaining (\$\_\_\_\_\_) after the foregoing deposits have been made.

(c) The proceeds [(including any premium)] of the Series 2021 C Bonds shall be applied by the Trustee simultaneously with the delivery of said Series 2021 C Bonds as follows:

(C) with the Trustee, to the credit of a special account in the Construction Subfund (the “2021 C Costs of Issuance Account”), \$\_\_\_\_\_, being an amount equal to the sum of the costs associated with the issuance of such Series 2021 C Bonds; and

(D) [to be revised for multiple escrow agreements, depending on actual bonds to be refunded] with the Escrow Agent, to the credit of the Escrow Fund established pursuant to the terms of an Escrow Deposit Agreement for the purpose of refunding the Bonds to be Refunded, dated as of \_\_\_\_\_, 2021, between U.S. Bank National Association, as escrow agent, and EDA, being the balance remaining (\$\_\_\_\_\_) after the foregoing deposits have been made.

(d) The proceeds of the Series 2021 D Bonds shall be applied by the Trustee simultaneously with the delivery of said Series 2021 D Bonds as follows:

(A) with the Trustee, to the credit of a special account in the Construction Subfund (the “2021 D Costs of Issuance Account”), \$\_\_\_\_\_, being an amount equal to the sum of the costs associated with the issuance of such Series 2021 D Bonds; and

(B) [to be revised for multiple escrow agreements, depending on actual bonds to be refunded] with the Escrow Agent, to the credit of the Escrow Fund established pursuant to the terms of an Escrow Deposit Agreement for the purpose of refunding the Bonds to be Refunded, dated as of \_\_\_\_\_, 2021, between U.S. Bank National Association, as escrow agent, and EDA, being the balance remaining (\$\_\_\_\_\_) after the foregoing deposits have been made.

### ARTICLE III

#### REDEMPTION OF BONDS

##### Section 3.01. **Redemption Provisions of the Series 2021 Bonds.**

(a) *Mandatory Sinking Fund Redemption.* The Series 2021 A Term Bonds stated to mature on October 1, 203-, shall be called for redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement and in Article II hereof, in part, on October

1, 203-, and on each October 1 thereafter, in the principal amounts equal to the respective Sinking Fund Requirements therefor set forth in Article II (less the principal amount of any such Term Bonds retired by purchase and otherwise subject to adjustment as provided in this Fifth Supplemental Trust Agreement) from money in the Debt Service Subfund at a Redemption Price equal to par plus accrued interest thereon to the date fixed for redemption.

The Series 2021 A Term Bonds stated to mature on October 1, 20--, shall be called for redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement and in Article II hereof, in part, on October 1, 20--, and on each October 1 thereafter, in the principal amounts equal to the respective Sinking Fund Requirements therefor set forth in Article II (less the principal amount of any such Term Bonds retired by purchase and otherwise subject to adjustment as provided in this Fifth Supplemental Trust Agreement) from money in the Debt Service Subfund at a Redemption Price equal to par plus accrued interest thereon to the date fixed for redemption. [Subject to revision in case of Term Bonds from other Series.]

At its option, to be exercised not less than forty-five (45) days prior to each such applicable Principal Payment Date, EDA may (a) deposit money with the Trustee to be used to purchase Series 2021 Bonds, or direct the Trustee to cause money in the Debt Service Subfund to be used for such purchases, at a price not exceeding the principal amount thereof plus accrued interest to such applicable Principal Payment Date, or (b) receive a credit against the Sinking Fund Requirements for Series 2021 Bonds which prior to such date have been purchased by the EDA and presented to the Trustee for cancellation or redeemed (otherwise than in satisfaction of prior Sinking Fund Requirements) and canceled by the Trustee and, in either case, not theretofore applied as a credit against any Sinking Fund Requirement. Each such Series 2021 Term Bond so purchased, delivered or previously redeemed will be credited by the Trustee at 100% of the principal amount thereof against the current Sinking Fund Requirement with respect to Series 2021 Bonds due on the same date as the Term Bond so purchased, delivered or previously redeemed and canceled. Any excess over such current Sinking Fund Requirement will be credited against the future Sinking Fund Requirements of Term Bonds with the same maturity date in such manner as the EDA shall determine, and the principal amount of such Series 2021 Bonds with such maturity date to be redeemed by mandatory sinking fund redemption will be reduced accordingly.

(b) *Make-Whole Optional Redemption.* The Series 2021 C Bonds maturing on and before October 1, 203\_, are subject to redemption at the option of the EDA, in whole or in part, on any business day, 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 2021 C Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2021 C Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2021 C Bonds are to be redeemed, discounted to the date on which the Series 2021 C 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 0.\_\_\_\_%; plus in each case, accrued and unpaid interest on the Series 2021 C 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 2021 C 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 2021 C 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 2021 C 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 2021 C Bond to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life of the Series 2021 C Bond to be redeemed.

“Comparable Treasury Price” means, with respect to any redemption date for a particular Series 2021 C 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 EDA.

“Reference Treasury Dealer” means each of the four firms, specified by the EDA 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 EDA 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 2021 C 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 2021 C 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 EDA to calculate such redemption price. The EDA 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.

(c) *Optional Redemption.*

(1) The Series 2021 A Bonds that are stated to mature after October 1, 203-, are subject to redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement, at the option of EDA, from any money that may be made available for such purpose, either in whole or in part, as determined by the EDA, on any date not earlier than October 1, 203-, at a Redemption Price equal to 100% of the Series 2021 A Bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption.

(2) The Series 2021 B Bonds that are stated to mature after October 1, 203-, are subject to redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement, at the option of EDA, from any money that may be made available for such purpose, either in whole or in part, as determined by the EDA, on any date not earlier than October 1, 203-, at a Redemption Price equal to 100% of the Series 2021 B Bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption.

(3) The Series 2021 C Bonds that are stated to mature after October 1, 203-, are subject to redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement, at the option of EDA, from any money that may be made available for such purpose, either in whole or in part, as determined by the EDA, on any date not earlier than October 1, 203-, at a Redemption Price equal to 100% of the Series 2021 C Bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption.

(4) The Series 2021 D Bonds are subject to redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement, at the option of EDA, from any money that may be made available for such purpose, either in whole or in part, as determined by the EDA, on any date not earlier than [October 1, 2031], at a Redemption Price equal to 100% of the Series 2021 D Bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption.

(d) *Extraordinary Optional Redemption.* The Series 2021 Bonds are subject to extraordinary optional redemption, in whole or in part, on any date at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, upon

the exercise by the County of its option to prepay the Purchase Price or a portion thereof pursuant to the Payment Agreement when the following events occur: [to be revised]

(1) Circumstances Under Which County May Not Repair Damage. In the event that the 2021 Public Works Project, or any portion thereof, is destroyed by fire or other casualty, the County may within 90 days after such damage or destruction, elect by written notice to EDA not to repair, reconstruct or restore the 2021 Public Works Project, provided that the Net Proceeds of insurance payable as a result of such damage or destruction together with other money held for the payment of or as security for the Series 2021 A Bonds and any additional sums paid by the County are sufficient to provide for the payment of the Series 2021 A Bonds. In such event the County shall, in its notice of election to EDA, state that such Net Proceeds and other money, if any, shall be applied to reduce the County's obligations under the Payment Agreement or if applicable defease the lien of this Fifth Supplemental Trust Agreement in accordance with its terms and such Net Proceeds shall be paid to EDA for such purpose.

In the event that a Refunded Bonds Property, or any portion thereof, is destroyed by fire or other casualty, the County may within 90 days after such damage or destruction, elect by written notice to EDA not to repair, reconstruct or such Refunded Bonds Property, provided that the Net Proceeds of insurance payable as a result of such damage or destruction together with other money held for the payment of or as security for the Series 2021 B Bonds or Series 2021 C Bonds, as applicable and any additional sums paid by the County are sufficient to provide for the payment of such Series 2021 B Bonds or Series 2021 C Bonds, as the case may be. In such event the County shall, in its notice of election to EDA, state that such Net Proceeds and other money, if any, shall be applied to reduce the County's obligations under the Payment Agreement or if applicable defease the lien of this Fifth Supplemental Trust Agreement in accordance with its terms and such Net Proceeds shall be paid to EDA for such purpose.

(2) Condemnation. If the County shall determine in accordance with the provisions of the Payment Agreement that the utility of the 2021 Public Works Project cannot be maintained, restored or replaced following a taking of all or a portion thereof, the net proceeds payable as a result of such taking shall be paid for the account of EDA to the Trustee and the County shall pay to the Trustee for the account of EDA such additional amount as shall be required, together with such net proceeds and all amounts held under the Master Trust Agreement and this Fifth Supplemental Trust Agreement and available for the purpose, for the payment of the Series 2021A Bonds.

If the County shall determine in accordance with the provisions of the Payment Agreement that the utility of a Refunded Bonds Property cannot be maintained, restored or replaced following a taking of all or a portion thereof, the net proceeds payable as a result of such taking shall be paid for the account of EDA to the Trustee and the County shall pay to the Trustee for the account of EDA such additional amount as shall be required, together with such net proceeds and all amounts held under the Master Trust Agreement and this Fifth Supplemental Trust Agreement and available for the purpose, for the payment of the Series 2021 B Bonds or Series 2021 C Bonds, as applicable.

To exercise such option, the County shall give written notice to EDA and to the Trustee, and shall provide therein a specific direction to EDA to apply such prepayment to the purchase and cancellation, redemption, or defeasance of the applicable Series 2021 Bonds, as applicable, in accordance with their terms. The date provided for such prepayment may not be less than 45 days from the date such notice is mailed, and in case of a redemption of the Series 2021 Bonds in accordance with the provisions of this Fifth Supplemental Trust Agreement shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Upon receipt by the EDA of the Purchase Price from the County, the EDA shall release the County from its obligation under the Payment Agreement or if such prepayment is only a partial amount of the amount owed under the Payment Agreement the County's obligations under the Payment Agreement will be reduced as provided therein.

(e) *Notice of Redemption.* At least 30 but not more than 90 days before the redemption date of any Series 2021 Bonds, whether in whole or in part, the Trustee shall cause notice of any such redemption to be mailed by certified mail, return receipt requested, to all holders of Series 2021 Bonds to be redeemed in whole or in part. Any defect in such notice or the failure to mail such notice shall not affect the validity of the proceedings for the redemption of any other Series 2021 Bonds. While the Underwritten Series 2021 Bonds are held in the name of DTC or its nominee, redemption notices with respect to Underwritten Series 2021 Bonds will be sent to Cede & Co., not to the beneficial owners of the Underwritten Series 2021 Bonds.

Any notice of optional or extraordinary optional redemption of the Series 2021 Bonds may state that it is conditioned upon there being available on the redemption date 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 EDA, the corresponding notice of redemption shall be deemed to be revoked.

If EDA gives an unconditional notice of redemption, then on the redemption date the Series 2021 Bonds called for redemption will become due and payable. If EDA gives a conditional notice of redemption and if on the redemption date money to pay the redemption price of the affected Series 2021 Bonds shall have been set aside in escrow with the Trustee or a depository (either, a "depository") for the purpose of paying such Series 2021 Bonds, then on the redemption date the Series 2021 Bonds will become due and payable. In either case, if on the redemption date the Trustee holds money to pay the Series 2021 Bonds called for redemption, thereafter, no interest will accrue on those Series 2021 Bonds, and a Holder's only right will be to receive payment of the redemption price upon surrender of those Series 2021 Bonds.

#### ARTICLE IV

#### CONSTRUCTION SUBFUND

Section 4.01. **Payments from Construction Subfund.** Money in the 2021 A Project Account shall be used solely to pay or reimburse the payment of Costs of the 2021 Public Works Project and pending such use, may be invested, at the direction of an EDA Representative but in

accordance with a schedule of estimated disbursements furnished by and updated from time to time by a County Representative, in Investment Obligations in accordance with the provisions of Article VI of the Master Trust Agreement.

## ARTICLE V

### REVENUES, FUNDS AND SUBFUNDS

Section 5.01. **Funds Received.** As set forth in the Master Trust Agreement, all Pledged Revenues received by the Trustee shall be credited to the County Facilities Projects Fund. The money to the credit of the County Facilities Projects Fund shall be subject to a lien and charge in favor of the Holders until applied and paid out as herein authorized.

Section 5.02. **Application of Pledged Revenues.** Semi-annually, on or before each Deposit Day, the Trustee shall withdraw money to the credit of the County Facilities Projects Fund and apply such money as provided in Section 502 of the Master Trust Agreement.

## ARTICLE VI

### DEPOSITARIES OF MONEY, SECURITY FOR DEPOSITS AND INVESTMENTS

Section 6.01. **Security, Valuation and Investment.** Any and all money relating to the Series 2021 Bonds deposited under this Fifth Supplemental Trust Agreement and the Master Trust Agreement shall be secured, invested and valued pursuant to the provisions of Article VI of the Master Trust Agreement.

## ARTICLE VII

### GENERAL COVENANTS AND REPRESENTATIONS

Section 7.01. **Payment of Principal, Interest and Premium.** EDA shall cause to be paid, when due, the principal of (whether at maturity, by call for redemption or otherwise) and the premium, if any, and the interest on the Series 2021 Bonds at the places, on the dates and in the manner provided herein and in the Series 2021 Bonds according to the true intent and meaning thereof.

The Series 2021 Bonds are payable, on a parity with any other outstanding Bonds, solely from Pledged Revenues derived by EDA from the Payment Agreement and other money pledged under the Master Trust Agreement and this Fifth Supplemental Trust Agreement, including in particular amounts and, until paid out in accordance with the provisions of the Master Trust Agreement, amounts credited to the 2021 A Project Account. The Series 2021 Bonds issued under this Fifth Supplemental Trust Agreement and the Master Trust Agreement shall not be deemed to constitute a debt or pledge of the faith and credit of the State or of any political subdivision thereof, including EDA and the County. Neither the faith and credit nor the taxing power of the State or EDA or the County or any other political subdivision is pledged to the payment of the principal of or premium, if any, or interest on the Series 2021 Bonds, and the issuance of the Series 2021 Bonds shall not directly or indirectly or contingently obligate the State or the County to levy any taxes whatever therefor or to make any appropriation for their

payment except from the revenues and receipts provided for their payment under the Master Trust Agreement and this Fifth Supplemental Trust Agreement. EDA has no taxing power.

Section 7.02. **Request of County to Appropriate.** EDA hereby covenants that it shall, through an EDA Representative, request the County annually, for each fiscal year following the issuance of the Series 2021 Bonds, to budget, appropriate and pay to the Trustee an amount equal to the Basic Payments payable by the County under the Payment Agreement in such fiscal year. EDA also hereby covenants that it shall, through an EDA Representative, request the County, annually for each fiscal year following the issuance of the Series 2021 Bonds, to budget, appropriate and apply as provided in the Payment Agreement, this Fifth Supplemental Trust Agreement and the Master Trust Agreement an amount equal to the estimated Additional Payments payable by the County under the Payment Agreement in such fiscal year. Alternatively, EDA, through an EDA Representative, may request the County to include as a single line item in its annual budget an item designated “Basic and Additional Payments – Master Trust Agreement” in an amount not less than an amount sufficient, in the judgment of the County, to make all payments scheduled to become due, and pay all other amounts payable by the County, pursuant to the Payment Agreement and all other payment agreements referred to in the Master Trust Agreement during such fiscal year.

Section 7.03. **Tax Covenants.** EDA covenants that it will not take any action that would, or fail to take any action which failure would, cause interest on the Series 2021 A Bonds or the Series 2021 B Bonds (the “Series 2021 Tax-Exempt Bonds”) to become includable in gross income for federal income tax purposes pursuant to the provisions of the Code.

(a) As of a date not later than five years after the issue date of the Series 2021 Tax-Exempt Bonds (the “Initial Installment Computation Date”), and at least once every five years thereafter, EDA shall cause the Rebate Liability to be computed and shall deliver a copy of the calculation of the Rebate Liability to the Trustee. Amounts paid for the purpose of funding the Rebate Liability, or otherwise made available therefor, shall be deposited by the Trustee in the Improvement Subfund.

(1) No later than sixty (60) days after each Initial Installment Computation Date, EDA shall pay, or direct the Trustee to pay from amounts in the Improvement Subfund, to the United States of America at least ninety percent (90%) of the Rebate Liability as calculated with respect to such installment computation date.

(2) No later than sixty (60) days after the installment computation date that is the fifth anniversary of the Initial Installment Computation Date and no later than sixty (60) days after every fifth anniversary date thereafter until final payment of the Series 2021 Tax-Exempt Bonds, EDA shall direct the Trustee to pay from amounts in the Improvement Subfund transferred from the Construction Subfund and payments received pursuant to the Payment Agreement for Rebate Liability purposes, to the United States of America not less than the amount, if any, by which ninety percent (90%) of the Rebate Liability set forth in the most recent Rebate Liability calculation exceeds the aggregate of all such payments

therefore made to the United States of America with respect to the Series 2021 Tax-Exempt Bonds.

(3) No later than sixty (60) days after final payment of the Series 2021 Tax-Exempt Bonds, EDA shall pay, or direct the Trustee to pay from amounts in the Improvement Subfund, to the United States of America the amount, if any, by which 100% of the Rebate Liability calculated with respect to the date of final payment of the Series 2021 Tax-Exempt Bonds exceeds the aggregate of all payments theretofore made pursuant to this section.

(b) EDA represents that it will instruct the Trustee as to the final application of the amounts in the Improvement Subfund to the make payments to the United States of America of all or a portion of the Rebate Liability on such dates or amounts in order for EDA to comply with the conditions in this section of this Fifth Supplemental Trust Agreement.

All such payments shall be made by, or at the direction of, an EDA Representative from any legally available source, including money in the Improvement Subfund.

Notwithstanding any provision of this Section to the contrary, no such Rebate Liability payment need be made if EDA receives and delivers to the Trustee an Opinion of Bond Counsel to the effect that such payment (1) is not required under the Code to prevent the Series 2021 Tax-Exempt Bonds from becoming “arbitrage bonds” within the meaning of Section 148 of the Code, or (2) may or should be calculated and paid on some alternative basis under the Code, and EDA complies with such alternative basis.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES

Section 8.01. **Events of Defaults, Remedies, Enforcement of Remedies, Etc.** The Master Trust Agreement described certain events that constitute defaults and Events of Default in respect of the Series 2021 Bonds, in which events the Holders thereof and the Trustee shall have such remedies, all as provided in Article VIII of the Master Trust Agreement.

## ARTICLE IX

### CONCERNING THE TRUSTEE, BOND REGISTRAR, DEPOSITARY AND PAYING AGENT

Section 9.01. **Trustee to Perform Duties of Bond Registrar.** The Trustee accepts and agrees to execute the trusts imposed upon it as Bond Registrar under this Fifth Supplemental Trust Agreement and under the Master Trust Agreement as supplemented by this Fifth Supplemental Trust Agreement, but only upon the terms and conditions set forth in and subject to the provisions of the Master Trust Agreement, to all of which the parties hereto and the Holders of the Series 2021 Bonds agree.

## ARTICLE X

**EXECUTION OF INSTRUMENTS BY HOLDERS AND PROOF OF OWNERSHIP OF BONDS**

Section 10.01. **Execution of Instruments, Proof of Ownership.** Holders may prove their execution of instruments and their ownership of the Series 2021 Bonds as provided in Article X of the Master Trust Agreement.

## ARTICLE XI

**SUPPLEMENTAL TRUST AGREEMENTS**

Section 11.01. **Supplemental Agreements Without Consent of Holders.** EDA from time to time and at any time, may enter into such supplements and amendments to this Fifth Supplemental Trust Agreement as shall be consistent with the terms and provisions of this Fifth Supplemental Trust Agreement and the Master Trust Agreement (which supplements and amendments shall thereafter form a part hereof):

(a) to cure any ambiguity or formal defect or omission, or to correct or supplement any provision herein that may be inconsistent with any other provision herein, or

(b) to grant to or confer upon the Holders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders, or

(c) to add to the conditions, limitations and restrictions thereafter to be observed by EDA under the provisions of this Fifth Supplemental Trust Agreement, or

(d) to add to the covenants and agreements of EDA in this Fifth Supplemental Trust Agreement other covenants and agreements thereafter to be observed by EDA or to surrender any right or power herein reserved to or conferred upon EDA, or

(e) to make change necessary to comply with the requirements of any Rating Agency rating the Underwritten Series 2021 Bonds at the request of the County, or

(f) to make any other change that, in the judgment of EDA and the Trustee, would not materially adversely affect the security for the Series 2021 Bonds.

Section 11.02. **Modification of Agreements with Consent of Holders.** Subject to the terms and provisions contained in this Section, and not otherwise, the Holders of not less than a majority in aggregate principal amount of Series 2021 Bonds then Outstanding that will be affected by a proposed supplement or amendment to this Fifth Supplemental Trust Agreement shall have the right, from time to time, anything contained in this Fifth Supplemental Trust Agreement to the contrary notwithstanding, to consent to and approve the entry by EDA into such supplement or amendment as shall be deemed necessary or desirable by EDA for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Fifth Supplemental Trust Agreement; provided, however, that nothing herein contained shall permit, or be construed as permitting (a) an extension of the

maturity of the principal of or the interest on any Series 2021 Bonds issued hereunder, or (b) a reduction in the principal amount of any Series 2021 Bonds or the redemption premium or the rate of interest thereon, or (c) the creation of a pledge or lien on the money credited to the Debt Service Subfund, or the Construction Subfund other than the pledge and lien created by the Master Trust Agreement and this Fifth Supplemental Trust Agreement, or (d) a preference or priority of any Series 2021 Bonds over any other Series 2021 Bonds, or (e) a reduction in the aggregate principal amount of Series 2021 Bonds required for consent to such supplemental agreement. Nothing herein contained, however, shall be construed as making necessary the approval by the Holders of the adoption and acceptance of any supplement or amendment to this Fifth Supplemental Trust Agreement as authorized in Section 11.01 of this Article or of any supplement or amendment to the Master Trust Agreement, as authorized in Section 1101 thereof.

If at any time EDA shall determine that it is desirable to enter any supplement or amendment to this Fifth Supplemental Trust Agreement for any of the purposes of this Section, EDA shall cause notice of the proposed execution of such supplement or amendment to be mailed, first class, postage prepaid, to all Holders. Such notice shall briefly set forth the nature of the proposed supplement or amendment to this Fifth Supplemental Trust Agreement and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Holders. EDA shall not, however, be subject to any liability to any Holder by reason of its failure to mail the notice required by this Section, and any such failure shall not affect the validity of such supplement or amendment to this Fifth Supplemental Trust Agreement when approved and consented to as provided in this Section.

Whenever, at any time within three years after the date of the first mailing of such notice, EDA shall receive an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Series 2021 Bonds then outstanding that are affected by a proposed supplement or amendment to this Fifth Supplemental Trust Agreement, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, EDA may adopt such supplemental resolution in substantially such form, without liability or responsibility to any Holder, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Series 2021 Bonds Outstanding that are affected by a proposed supplement or amendment to this Fifth Supplemental Trust Agreement at the time of the execution of such supplement or amendment shall have consented to and approved the execution thereof as herein provided, no Holder shall have any right to object to the execution of such supplement or amendment, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain EDA from entering into the same or from taking any action pursuant to the provisions thereof.

Upon the execution of any supplement or amendment to this Fifth Supplemental Trust Agreement pursuant to the provisions of this Section, this Fifth Supplemental Trust Agreement shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Fifth Supplemental Trust Agreement of EDA, the Trustee, the Bond Registrar and all Holders shall thereafter be determined, exercised and

enforced in all respects pursuant to the provisions of this Fifth Supplemental Trust Agreement as so modified and amended.

Section 11.03. **Exclusion of Bonds.** Series 2021 Bonds owned or held by or for the account of EDA or the County shall not be deemed outstanding Series 2021 Bonds for the purpose of any consent or other action or any calculation of outstanding Series 2021 Bonds provided for in this Article or Article XII, and EDA as holder of such Series 2021 Bonds shall not be entitled to consent or take any other action provided for in this Article or Article XII. At the time of any consent or other action taken under this Article or Article XII, EDA shall furnish the Trustee a certificate signed by an EDA Representative, upon which the Trustee may rely, describing all Series 2021 Bonds so to be excluded.

Section 11.04. **Trustee Entitled to Exercise Discretion.** In each and every case provided for in this Article, the Trustee shall be entitled to exercise its discretion in determining whether or not any proposed supplement or amendment to this Fifth Supplemental Trust Agreement, or any term or provision therein contained, is desirable, having in view the purposes of such instrument, the needs of EDA, the rights and interests of the Holders, and the rights, obligations and interests of the Trustee, and the Trustee shall not be under any responsibility or liability to the EDA or to any Holder or to anyone whomsoever for its refusal in good faith to enter into any such supplement or amendment to this Fifth Supplemental Trust Agreement if such agreement is deemed by it to be contrary to the provisions of this Article. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, who may be counsel for EDA, as evidence that any such proposed supplement or amendment does or does not comply with the provisions of this Fifth Supplemental Trust Agreement and the Master Trust Agreement, and that it is or is not proper for it, under the provisions of this Article, to join in the execution of such supplement or amendment.

## ARTICLE XII

### SUPPLEMENTS AND AMENDMENTS TO THE PAYMENT AGREEMENT

Section 12.01. **Supplements and Amendments Not Requiring Holders' Consent.** EDA may enter into supplements and amendments to the Payment Agreement only in accordance with the provisions of this Article. From time to time and at any time, EDA may enter into such supplements and amendments as it shall deem not adverse to the interests of the Holders of the Series 2021 Bonds after thirty (30) days' prior notice to, but without the consent of, the Trustee. From time to time and at any time, EDA may enter into other supplements and amendments to the Payment Agreement, and the Trustee may consent to such amendments and supplements to the Payment Agreement as shall not, in the judgment of the Trustee, be materially adverse to the interests of the Holders of the Series 2021 Bonds (which supplements and amendments shall thereafter form a part thereof):

(a) to cure any ambiguity or formal defect or omission in the Payment Agreement or in any supplement or amendment thereto, or

(b) to grant to or confer upon EDA or the Trustee, for the benefit of the Holders of the Series 2021 Bonds, any additional rights, remedies, powers, authority or security that may

lawfully be granted to or conferred upon the Holders of the Series 2021 Bonds or EDA or the Trustee, or

(c) to make any other change in the Payment Agreement, provided only that no such change shall be made to provisions of the Payment Agreement relating to payments that would, in the judgment of the Trustee, be materially adverse to the interests of the Holders.

Amendments or supplements to the Payment Agreement pursuant to this Section 12.01 may be made without the consent of the Holders.

**Section 12.02. Supplements and Amendments Requiring Holders' Consent.** Except for supplements or amendments provided for in Section 12.01, EDA shall not enter into and the Trustee shall not consent to any supplement or amendment to the Payment Agreement unless notice of the proposed execution of such supplement or amendment shall have been given and the Holders of more than a majority in aggregate principal amounts of the Series 2021 Bonds then outstanding shall have consented to and approved the execution thereof, in the same manner as provided for in Section 11.02 hereof in the case of supplements and amendments to this Fifth Supplemental Trust Agreement; provided that the Trustee shall be entitled to exercise its discretion in consenting or not consenting to any such supplement or amendment in the same manner as provided for in Section 11.04 hereof in the case of supplements and amendments to this Fifth Supplemental Trust Agreement.

## ARTICLE XIII

### DEFEASANCE

**Section 13.01. Defeasance.** When (a) the Series 2021 Bonds secured hereby shall have become due and payable in accordance with their terms or otherwise as provided in this Fifth Supplemental Trust Agreement or the Master Trust Agreement, and (b) the whole amount of the principal and the interest and premium, if any, so due and payable upon all Series 2021 Bonds shall be paid or if the Trustee, the Bond Registrar or any Paying Agent shall hold sufficient money or Defeasance Obligations the principal of and the interest on which, when due and payable, will provide sufficient money to pay the principal of, and the interest and redemption premium, if any, on all Series 2021 Bonds then outstanding to the maturity date or dates of such Series 2021 Bonds or dates fixed for Sinking Fund Redemption or to the date or dates specified for the optional or extraordinary optional redemption thereof, and (c) if Series 2021 Bonds are to be called for redemption, irrevocable instructions to call unconditionally the Series 2021 Bonds for redemption shall have been given by EDA, and (d) sufficient funds shall also have been provided or provision made for paying all other obligations payable hereunder by EDA, then and in that case the right, title and interest of the Holders in the Subfunds mentioned in this Fifth Supplemental Trust Agreement and the Master Trust Agreement shall thereupon cease, determine and become void and, on demand of EDA and upon being furnished with an opinion, in form and substance satisfactory to the Trustee, of counsel nationally recognized as expert in legal matters relating to states and their political subdivisions, to the effect that all conditions precedent to the release of this Fifth Supplemental Trust Agreement have been satisfied, the Trustee shall release this Fifth Supplemental Trust Agreement and shall execute such documents to evidence such release as may be reasonably required by EDA and shall turn over to EDA, any

surplus in any and all balances remaining in all Subfunds that are allocable to the Series 2021 Bonds, other than money held for the redemption or payment of Series 2021 Bonds. Otherwise, this Fifth Supplemental Trust Agreement shall be, continue and remain in full force and effect; provided, that, in the event Defeasance Obligations shall be deposited with and held by the Bond Registrar or any Trustee or Paying Agent as hereinabove provided, (i) in addition to the requirements set forth in Article III of this Fifth Supplemental Trust Agreement, EDA, within thirty (30) days after such money or Defeasance Obligations shall have been deposited with it, shall cause a notice signed by the Bond Registrar to be mailed to all Holders of the Series 2021 Bonds setting forth (a) the date or dates, if any, designated for the redemption of the Series 2021 Bonds, (b) the deposit of such money or Defeasance Obligations so held by it, and (c) that this Fifth Supplemental Trust Agreement has been released in accordance with the provisions of this Section, and (ii) the Bond Registrar shall retain such rights, powers and privileges under this Fifth Supplemental Trust Agreement as may be necessary and convenient for the registration of transfer and exchange of Series 2021 Bonds.

All money and Defeasance Obligations held by the Trustee or any Paying Agent (or the Bond Registrar) pursuant to this Section shall be held in trust and applied to the payment, when due, of the obligations payable therewith.

#### ARTICLE XIV

#### MISCELLANEOUS PROVISIONS

Section 14.01. **Fifth Supplemental Trust Agreement as supplemental agreement.** This Fifth Supplemental Trust Agreement is executed and shall be construed as an agreement supplemental to the Master Trust Agreement, and shall form a part thereof, and, as hereby supplemented, the Master Trust Agreement is hereby ratified, approved and confirmed.

Section 14.02. **Recitals, Statements and Representations made by EDA, not Trustee.** Except for the final recital in this Fifth Supplemental Trust Agreement, the recitals, statements and representations contained herein shall be taken and construed as made by and on the part of the EDA and not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of the same.

Section 14.03. **EDA, County, Trustee and Bondholders Alone to Have Rights.** Nothing in this Fifth Supplemental Trust Agreement expressed or implied is intended or shall be construed to give to any person other than EDA, the County, the Trustee and the Holders of the Series 2021 Bonds issued under the Master Trust Agreement and this Fifth Supplemental Trust Agreement any legal or equitable right, remedy or claim under or in respect of this Fifth Supplemental Trust Agreement, or under any covenant, condition or provisions therein or herein or in said Series 2021 Bonds contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of EDA, the County, the Trustee and the Holders of said Series 2021 Bonds issued under the Master Trust Agreement and this Fifth Supplemental Trust Agreement.

Section 14.04. **Identifying Information.** To help the government fight the funding of terrorism and money laundering activities, federal law requires the Trustee to obtain, verify and

record information that identifies each person who opens an account. EDA agrees to provide documentation to verify its formation and existence as a legal entity if requested by the Trustee. The Trustee may also ask to see financial statements, licenses, and identification and authorization documents from EDA or other relevant documentation.

Section 14.05. **Headings Not Part of Agreement; Certain Definitions.** The title of Sections and any wording on the cover of this Fifth Supplemental Trust Agreement are inserted for convenience only and are not a part hereof.

Section 14.06. **Covenants to Bind Successors.** All the covenants, stipulations, promises and agreements in this Fifth Supplemental Trust Agreement contained made by or on behalf of the EDA or for the Trustee shall inure to and bind their respective successors and assigns.

**IN WITNESS WHEREOF**, Fairfax County Economic Development Authority has caused this Fifth Supplemental Trust Agreement to be executed by its Chairman and its official seal to be impressed hereon and attested by its Secretary, and U.S. Bank National Association has caused this Fifth Supplemental Trust Agreement to be executed in its behalf by an authorized officer, all as of the day and year first above written.

**FAIRFAX COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY**

By \_\_\_\_\_  
Chairman

[SEAL]

Attest:

\_\_\_\_\_  
Secretary

**U.S. BANK NATIONAL ASSOCIATION,  
as Trustee**

By \_\_\_\_\_  
Name:  
Title:

**Certain Terms of the Series 2021 D Bonds**

[to come, based on Exhibit A to direct bond purchase agreement or other incorporated provisions]

**PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2021**

**NEW ISSUES**  
**Book-Entry Only**

**RATINGS: Fitch** ..... “\_\_\_”  
 (See “RATINGS” herein) **Moody’s** ..... “\_\_\_”  
**S&P** ..... “\_\_\_”

*In the opinion of Bond Counsel, under current law and assuming continuing compliance with certain covenants and with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), as described herein, and subject to conditions described in “TAX MATTERS” herein, interest on the Series 2021 A Bonds and the Series 2021 B Bonds (collectively, the “Tax-Exempt Bonds”) will not be included in the gross income of the owners thereof for federal income tax purposes. Interest on the Series 2021 C Bonds will be includable in gross income of the owners thereof for federal income tax purposes. Under the Enabling Act (as defined herein), the income, including any profit made on the sale thereof, from the Series 2021 C Bonds (defined below) shall at all times be exempt from all taxation by the Commonwealth of Virginia or any political subdivision thereof. See “TAX MATTERS” herein for further information regarding certain provisions of the Code that may affect the tax treatment of interest on the Series 2021 Bonds for certain bondholders.*

\$ _____* <b>Fairfax County Economic Development Authority</b> <b>Fairfax County Facilities Revenue Bonds</b> <b>Series 2021 A (County Facilities Projects) (Green Bonds)</b>	\$ _____* <b>Fairfax County Economic Development Authority</b> <b>Fairfax County Facilities Revenue Refunding Bonds</b> <b>Series 2021 B (County Facilities Projects)</b>
\$ _____* <b>Fairfax County Economic Development Authority</b> <b>Fairfax County Facilities Revenue Refunding Bonds</b> <b>Series 2021 C (County Facilities Projects) (Federally Taxable)</b>	

**Dated: Date of Delivery**

**Due: October 1, as shown on the inside cover pages**

The Series 2021 A Bonds, the Series 2021 B Bonds and the Series 2021 C Bonds (collectively, the “Underwritten Series 2021 Bonds”) will be the seventh, eighth and ninth series of bonds issued under a Master Trust Agreement, dated as of January 1, 2005 (the “Master Trust Agreement”), as previously supplemented and as supplemented by the Fifth Supplemental Trust Agreement, dated as of \_\_\_\_\_ 1, 2021, each between Fairfax County Economic Development Authority (the “Authority”) and U.S. Bank National Association, as successor trustee. The Underwritten Series 2021 Bonds will be issued as fully registered bonds registered in the name of Cede & Co., as nominee of DTC, The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Underwritten Series 2021 Bonds. Individual purchases of Series 2021 Bonds will be made in book-entry form only in the denomination of \$5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates representing their ownership interest in the Underwritten Series 2021 Bonds purchased. So long as DTC or its nominee is the registered owner of the Series 2021 Bonds, payments of the principal of and interest due on the Underwritten Series 2021 Bonds will be made directly to DTC.

Interest on the Underwritten Series 2021 Bonds is payable on April 1 and October 1 of each year, commencing April 1, 2022.

The Underwritten Series 2021 Bonds are subject to optional, extraordinary optional and mandatory sinking fund redemption prior to maturity as more fully described herein. See “THE SERIES 2021 BONDS – Redemption of the Underwritten Series 2021 Bonds” herein.

The Series 2021 A Bonds are being issued to (i) finance the construction and improvement of certain property to be used by Fairfax County, Virginia (the “County”), as a consolidated public works complex for the County’s stormwater and wastewater divisions (the “2021 Public Works Project”) and (ii) pay costs associated with the issuance of Series 2021 A Bonds. The Series 2021 B Bonds are being issued (i) to refund certain outstanding bonds of the Authority issued to finance or refinance the costs of certain County projects more particularly described herein and (ii) to pay costs associated with the issuance of Series 2021 B Bonds. The Series 2021 C Bonds are being issued (i) to refund certain outstanding bonds of the Authority issued to finance or refinance the costs of certain County projects more particularly described herein and (ii) to pay costs associated with the issuance of Series 2021 C Bonds. See “REFUNDING PLAN” and “THE PROJECTS” herein. The Authority also expects to issue its Fairfax County Facilities Revenue Refunding Bonds Series 2021 D (County Facilities Projects) (Federally Taxable) (the “Series 2021 D Bonds” and together with the Underwritten Series 2021 Bonds, the “Series 2021 Bonds”) in the principal amount of \_\_\_\_\_\* on the Closing Date. The Series 2021 D Bonds are not offered pursuant to this Official Statement. See “THE SERIES 2021 BONDS – The Series 2021 D Bonds” herein.

The Series 2021 Bonds are payable from installment payments to be made by the County under an Installment Purchase Contract, dated as of \_\_\_\_\_ 1, 2021, between the Authority and the County (the “Installment Purchase Contract”), pursuant to which the Authority has sold to the County the Authority’s interest in the 2021 Public Works Project and agreed to refinance the 2021 Refunded Projects (as defined herein). The obligation of the County to make payments under the Installment Purchase Contract in each fiscal year of the County is absolute and unconditional but subject to and contingent upon the annual appropriation of funds by the Board of Supervisors of Fairfax County for such purpose. The Series 2021 Bonds and any additional bonds issued under the Master Trust Agreement will be secured on a parity by payments due under payment agreements including terms similar to the terms of the Installment Purchase Contract.

**The Series 2021 Bonds are not a debt of the County, the Authority, the Commonwealth of Virginia or any other political subdivision thereof, within the meaning of any constitutional, charter, or statutory debt limit or restriction, nor is the full faith and credit of County, the Authority or the Commonwealth of Virginia pledged to the payment of the Series 2021 Bonds or the interest thereon. The Authority has no taxing power.**

*The Underwritten Series 2021 Bonds are offered when, as and if executed and delivered and received by the Underwriters, subject to the approval of legality by Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel. Certain legal matters will be passed upon for the County by Elizabeth D. Teare, Esquire, County Attorney, for the Authority by McGuireWoods, LLP, Tysons, Virginia, and for the Underwriters by Kaufman & Canoles, a Professional Corporation, Richmond, Virginia. It is expected that the Underwritten Series 2021 Bonds will be available for delivery through the DTC book-entry system on or about \_\_\_\_\_, 2021.*

**Siebert Williams Shank & Co. LLC** (Senior Manager, Tax-Exempt Bonds)  
**Citi** (Co-Manager, All Bonds)

**Wells Fargo Securities** (Senior Manager, Series 2021 C Bonds)  
**Raymond James** (Co-Manager, All Bonds)

Dated: \_\_\_\_\_, 2021

*This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.*

\* Preliminary, subject to change

\$ \_\_\_\_\_ \*

**Fairfax County Economic Development Authority**  
**Fairfax County Facilities Revenue Bonds**  
**Series 2021 A**  
**(County Facilities Projects) (Green Bonds)**

**Base CUSIP<sup>†</sup> Number 30382L**

**Dated: Date of Delivery**

**Due: October 1, as shown below**

**MATURITY, AMOUNTS, INTEREST RATES AND PRICES/YIELDS**

<u>Maturity (October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield or Price</u>	<u>CUSIP<sup>†</sup> Suffix</u>
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				

\$ \_\_\_\_\_ % Term Bonds due October 1, 20\_\_\*, priced at \_\_%, CUSIP<sup>†</sup> Suffix \_\_\_\_

\$ \_\_\_\_\_ % Term Bonds due October 1, 20\_\_\*, priced at \_\_%, CUSIP<sup>†</sup> Suffix \_\_\_\_

† 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 the Authority 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 Series 2021 A Bonds.

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\* Preliminary, subject to change.

\$ \_\_\_\_\_ \*

**Fairfax County Economic Development Authority  
Fairfax County Facilities Revenue Refunding Bonds  
Series 2021 B  
(County Facilities Projects)**

**Base CUSIP<sup>†</sup> Number 30382L**

**Dated: Date of Delivery**

**Due: October 1, as shown below**

**MATURITY, AMOUNTS, INTEREST RATES AND PRICES/YIELDS**

<u>Maturity (October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield or Price</u>	<u>CUSIP<sup>†</sup> Suffix</u>
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				

\$ \_\_\_\_\_ % Term Bonds due October 1, 20\_\_\*, priced at \_\_%, CUSIP<sup>†</sup> Suffix \_\_\_\_

\$ \_\_\_\_\_ % Term Bonds due October 1, 20\_\_\*, priced at \_\_%, CUSIP<sup>†</sup> Suffix \_\_\_\_

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\* Preliminary, subject to change.

\$ \_\_\_\_\_ \*

**Fairfax County Economic Development Authority  
Fairfax County Facilities Revenue Refunding Bonds  
Series 2021 C  
(County Facilities Projects) (Federally Taxable)**

**Base CUSIP<sup>†</sup> Number 30382L**

**Dated: Date of Delivery**

**Due: October 1, as shown below**

**MATURITY, AMOUNTS, INTEREST RATES AND PRICES/YIELDS**

<u>Maturity (October 1)</u>	<u>Principal mount</u>	<u>Interest Rate</u>	<u>Yield or Price</u>	<u>CUSIP<sup>†</sup> Suffix</u>
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				

\$ \_\_\_\_\_ % Term Bonds due October 1, 20\_\_\*, priced at \_\_%, CUSIP<sup>†</sup> Suffix \_\_\_\_

\$ \_\_\_\_\_ % Term Bonds due October 1, 20\_\_\*, priced at \_\_%, CUSIP<sup>†</sup> Suffix \_\_\_\_

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\* Preliminary, subject to change.

**FAIRFAX COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY**

Catherine Lange, *Chairman*  
James Quigley, *Vice Chairman*  
Ronald C. Johnson, *Secretary*  
Steven Partridge, *Treasurer [and Assistant Secretary]*  
Linnie Haynesworth  
Roderick Mitchell  
Rick Wagner

**COUNSEL FOR AUTHORITY**

McGuireWoods LLP  
Tysons, Virginia

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**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*  
Christopher A. Leonard, *Deputy County Executive*  
Rachel O'Dwyer Flynn, *Deputy County Executive*  
David M. Rohrer, *Deputy County Executive*  
Elizabeth D. Teare, *County Attorney*  
Christina C. Jackson, *Chief Financial Officer and Director, Department of Management and Budget*  
Christopher J. Pietsch, *Director, Department of Finance*

**COUNTY ATTORNEY**

Elizabeth D. Teare, Esquire, *County Attorney*

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**FINANCIAL ADVISOR**

PFM Financial Advisors LLC  
Arlington, Virginia

**BOND COUNSEL**

Norton Rose Fulbright US LLP  
Washington, D.C.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE UNDERWRITTEN SERIES 2021 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representation other than those contained in this Official Statement in connection with the offering described herein, and, if given or made, such other information or representation must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the Underwritten Series 2021 Bonds described herein, nor shall there be any offer or solicitation of such offer or sale of the Underwritten Series 2021 Bonds in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Neither the delivery of this Official Statement nor the sale of any of the Underwritten Series 2021 Bonds implies that the information herein is correct as of any date subsequent to the date thereof.

The electronic distribution of this Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Underwritten Series 2021 Bonds described herein to the residents of any particular jurisdiction and is not specifically directed to the residents of any particular jurisdiction. The Underwritten Series 2021 Bonds will not be offered or sold in any state unless and until they are either registered pursuant to the laws of such jurisdiction, or qualified pursuant to an appropriate exemption from registration in such jurisdiction.

NEITHER THE UNDERWRITTEN SERIES 2021 BONDS NOR THE TRUST AGREEMENT (AS SUCH TERMS ARE DEFINED HEREIN) HAVE BEEN REGISTERED OR QUALIFIED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED AND SECTION 304(a)(4) OF THE TRUST INDENTURE ACT OF 1939, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE UNDERWRITTEN SERIES 2021 BONDS OR THE TRUST AGREEMENT IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAW OF THE STATES IN WHICH THE UNDERWRITTEN SERIES 2021 BONDS HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

All quotations from and summaries and explanations of laws and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions. Any statements made in this Official Statement involving estimates or matters of opinion, whether or not expressly so stated, are intended merely as estimates or opinions and not as representations of fact. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE OF THE UNDERWRITTEN SERIES 2021 BONDS SHALL UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE AUTHORITY OR THE COUNTY SINCE THE DATE HEREOF.

The information set forth herein has been obtained from sources which are believed to be reliable and is in a form deemed final by the Authority and the County for the purpose of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for certain information permitted to be omitted under Rule 15c2-12(b)(1)). The information contained herein is subject to change after the date of this Official Statement, and this Official Statement speaks only as of its date.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

The Authority has provided the following sentence for inclusion in this Official Statement. The Authority does not assume any responsibility as to the accuracy or completeness of the information contained in this Official Statement, other than that contained under the captions "THE AUTHORITY" and the first paragraph under "LITIGATION."

Forward looking statements. Certain statements contained in this Official Statement that are not historical facts are forward looking statements, which are based on the Authority's or the County's beliefs, as well as assumptions made by, and information currently available to, them. Because the statements are based on expectations about future events and economic performance and are not statements of fact, actual results may differ materially from those projected. The words "anticipate," "assume," "estimate," "expect," "objective," "projection," "forecast," "goal," "budget," or similar words are intended to identify forward looking statements. The words "now," "to date," "currently" and the like are intended to mean as of the date of this Official Statement.

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**OFFICIAL STATEMENT**

\$ \_\_\_\_\_\*

**Fairfax County Economic Development Authority  
Fairfax County Facilities Revenue Bonds  
Series 2021 A (County Facilities Projects) (Green Bonds)**

\$ \_\_\_\_\_\*

**Fairfax County Economic Development Authority  
Fairfax County Facilities Revenue Refunding Bonds  
Series 2021 B (County Facilities Projects)**

\$ \_\_\_\_\_\*

**Fairfax County Economic Development Authority  
Fairfax County Facilities Revenue Refunding Bonds  
Series 2021 C (County Facilities Projects) (Federally Taxable)**

**INTRODUCTION**

The purpose of this Official Statement, including the cover page and the Appendices hereto, is to set forth certain information regarding (i) \$\_\_\_\_\_\* aggregate principal amount of Fairfax County Facilities Revenue Bonds Series 2021 A (County Facilities Projects) (Green Bonds) (the “Series 2021 A Bonds”), (ii) \$\_\_\_\_\_\* aggregate principal amount of Fairfax County Facilities Revenue Refunding Bonds Series 2021 B (County Facilities Projects) (the “Series 2021 B Bonds” and, together with the Series 2021 A Bonds, the “Tax-Exempt Bonds”), and (iii) \$\_\_\_\_\_\* aggregate principal amount of Fairfax County Facilities Revenue Refunding Bonds Series 2021 C (County Facilities Projects) (Federally Taxable) (the “Series 2021 C Bonds,” and, together with the Series 2021 A Bonds and the Series 2021 B Bonds, the “Underwritten Series 2021 Bonds”) to be issued by the Fairfax County Economic Development Authority (the “Authority”). The Authority also expects to issue its Fairfax County Facilities Revenue Refunding Bonds Series 2021 D (County Facilities Projects) (Federally Taxable) (the “Series 2021 D Bonds” and together with the Underwritten Series 2021 Bonds, the “Series 2021 Bonds”) in the principal amount of \_\_\_\_\_\* on the Closing Date. The Series 2021 D Bonds are not being offered pursuant to this Official Statement.

The Series 2021 Bonds are being issued pursuant to the Constitution and laws of the Commonwealth of Virginia, including Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law (collectively, the “Enabling Act”), and the provisions of a Master Trust Agreement, dated as of January 1, 2005, as previously supplemented (the “Master Trust Agreement”) and a Fifth Supplemental Trust Agreement, dated as of \_\_\_\_\_ 1, 2021 (the “Fifth Supplemental Trust Agreement” and together with the Master Trust Agreement, the “Trust Agreement”), each between the Authority and U.S. Bank National Association, as successor trustee (in such capacity, the “Trustee”), Richmond, Virginia. The Series 2021 Bonds, together with any Additional Bonds and Refunding Bonds issued pursuant to the Trust Agreement, are collectively referred to herein as the “Bonds.” Capitalized, undefined terms used herein but not defined in the body of this Official Statement have the meanings set forth in Appendix C, “SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Definitions.”

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\* Preliminary, subject to change.

The Series 2021 A Bonds are being issued (i) to finance the costs of the construction and improvement of property to be used by Fairfax County, Virginia (the “County”), as a consolidated public works complex for the County’s stormwater and wastewater divisions (the “2021 Public Works Project”) and (ii) to pay costs in connection with the issuance of the Series 2021 A Bonds. See “THE PROJECTS” and “ESTIMATED SOURCES AND USES OF FUNDS.” The Series 2021 B Bonds are being issued (i) to refund and redeem prior to their respective maturities certain outstanding bonds issued by the Authority to finance or refinance the costs of certain County projects more particularly described herein (the “2021 B Refunded Projects”) and (ii) to pay costs in connection with the issuance of the Series 2021 B Bonds. See “REFUNDING PLAN,” “THE PROJECTS” and “ESTIMATED SOURCES AND USES OF FUNDS.” The Series 2021 C Bonds are being issued (i) to refund and redeem prior to their respective maturities certain outstanding bonds issued by the Authority to finance or refinance the costs of certain County projects more particularly described herein (the “2021 C Refunded Projects”) and (ii) to pay costs in connection with the issuance of the Series 2021 C Bonds. See “REFUNDING PLAN,” “THE PROJECTS” and “ESTIMATED SOURCES AND USES OF FUNDS.”

The Series 2021 D Bonds are not being offered pursuant to this Official Statement and will be directly purchased by Wells Fargo Municipal Capital Strategies, LLC, an affiliate of the Senior Manager for the Series 2021 C Bonds, for its own account. The Series 2021 D Bonds are being issued (i) to refund and redeem prior to their respective maturities certain outstanding bonds issued by the Authority to finance or refinance the costs of certain County projects more particularly described herein (the “2021 D Refunded Projects” and, collectively with the 2021 B Refunded Projects and the 2021 C Refunded Projects, the “2021 Refunded Projects”) and (ii) to pay costs in connection with the issuance of the Series 2021 D Bonds. See “REFUNDING PLAN ” and “THE PROJECTS.”

Simultaneously with the execution and delivery of the Fifth Supplemental Trust Agreement, the Authority and the County will enter into an Installment Purchase Contract with respect to the 2021 Public Works Project and the 2021 Refunded Projects (the “Contract”). Under the Contract, the Authority will agree (1) to sell its interests in the 2021 Public Works Project to the County and refinance the 2021 Refunded Projects in consideration of the County’s (i) undertaking responsibility for the 2021 Public Works Project, (ii) adjustment of the necessary payments required to refinance the 2021 Refunded Projects and (iii) agreement to pay a purchase price for the 2021 Public Works Project, and interest thereon, sufficient for the Authority to pay timely the debt service on the Series 2021 Bonds and (2) to make available to the County proceeds of (i) the Series 2021 A Bonds to pay the cost of constructing, improving and equipping the 2021 Public Works Project and the 2021 Refunded Projects and (ii) the Series 2021 B Bonds and the Series 2021 C Bonds to refund the Refunded Bonds (as hereinafter defined). See Appendix C, “SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – The Installment Purchase Contract.”

Under the Contract, the County has agreed to make “Basic Contract Payments” in amounts sufficient to pay the principal of and interest on the Series 2021 Bonds. Under the Contract, the County has also agreed to make “Additional Contract Payments” (together with Basic Contract Payments, the “Contract Payments”) in amounts sufficient, among other purposes, to pay the Authority’s expenses allocable to the Contract and for the Authority to pay timely the compensation and expenses of the Trustee. Under the Trust Agreement, the Authority has assigned its right to receive the Contract Payments (except those Additional Contract Payments required to pay certain Authority expenses) to the Trustee for the benefit of the owners of the Series 2021 Bonds. The obligation of the County to make Basic Contract Payments and Additional Contract Payments and any other payments required under the Contract in each fiscal year is a valid and binding obligation of the County but is subject to and contingent upon the annual appropriation of funds by the Board of Supervisors of the County (the “Board of Supervisors”) for such purpose. See “SECURITY AND SOURCES OF PAYMENT FOR THE

**SERIES 2021 BONDS – Basic Contract Payments and Additional Contract Payments” and “CERTAIN INVESTMENT CONSIDERATIONS.”**

The Series 2021 Bonds are limited obligations of the Authority payable solely from the revenues pledged under the Trust Agreement. Neither the faith and credit of the Commonwealth of Virginia (the “State” or the “Commonwealth”), nor any political subdivision thereof (including the Authority and the County), are pledged to the payment of the principal of or the interest or premium, if any, on the Series 2021 Bonds. The Authority has no taxing power.

Brief descriptions of the Authority, the County, the 2021 Public Works Project, the 2021 Refunded Projects, the Refunding Candidates (as defined herein), the Series 2021 Bonds, the security for the Series 2021 Bonds, the Trust Agreement, the Contract, and related documents are included in this Official Statement. The descriptions of the documents included in this Official Statement do not purport to be comprehensive or definitive and are qualified in their entirety by reference to such documents.

The financial and operating data contained herein and in Appendices A and B are as of the dates and for the periods indicated, portions of 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 APPENDIX A – “FAIRFAX COUNTY INFORMATION – GOVERNMENT SERVICES – COVID-19 Matters.”

### **THE AUTHORITY**

The Authority was created in 1964 pursuant to the Enabling Act to foster and stimulate the development of industry within Fairfax County and is a political subdivision of the Commonwealth. It is governed by nine commissioners appointed by the County’s Board of Supervisors. The Authority is empowered by the Enabling Act to, among other things, acquire, construct, own, lease and dispose of various types of facilities, including facilities for use by a county, a municipality, the Commonwealth and its agencies, or other governmental organization, and to finance and refinance the same by the issuance of its revenue bonds for such purposes. The power of the Authority to issue its revenue bonds for the purposes set forth in the Enabling Act was upheld by the Supreme Court of Virginia in *Fairfax County Industrial Development Authority v. Coyner*, 207 Va. 351, 120 S.E. 2d 817 (1966).

The members of the Board of Commissioners of the Authority and the expiration dates of their respective terms in office are set forth below. There is currently one vacancy on the Board of Commissioners.

<u>Member</u>	<u>Term Expires</u>
Catherine Lange, Chairman	July 1, 2025
James Quigley, Vice Chairman	July 1, 2023
Ronald C. Johnson, Secretary	July 1, 2022
Steven Partridge, Treasurer	July 1, 2023
Linnie Haynesworth	July 1, 2025
Roderick Mitchell	July 1, 2022
Joe Vidulich	July 1, 2025
Rick Wagner	July 1, 2024

Victor Hoskins serves as President of the Authority.

The Authority has acted as a conduit issuer of bonds other than the Series 2021 Bonds. Only Bonds outstanding under the Trust Agreement, including the Series 2021 Bonds, are payable from payments made under the Contract or other Payment Agreements (hereinafter defined) entered into upon the issuance of other Bonds under the Trust Agreement.

## **THE COUNTY**

The County is located in the northeastern corner of Virginia and encompasses a net land area of 407 square miles. The County is part of the Washington, D.C. metropolitan area, which includes jurisdictions in Maryland, the District of Columbia and Northern Virginia.

The County's government is organized as an Urban County Executive form of government (as defined under Virginia law). The governing body of the 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 supervisor districts, elected for four-year terms 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.

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. Property within these cities is not subject to taxation by the 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 the County, there are located three incorporated towns, Clifton, Herndon and Vienna, which are underlying units of government within the County, and ordinances and regulations of the County are, with certain limitations prescribed by state law, generally effective in them. 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.

See Appendices A and B for further information regarding the County.

## **THE PROJECTS**

### **The 2021 Public Works Project**

The 2021 Public Works Project consists of a consolidated public works complex for the County's stormwater and wastewater divisions that will permit stormwater operations to be consolidated from various locations throughout the County. The colocation of stormwater and wastewater staff will promote efficiencies and the sharing of County resources.

### **Green Bond Designation**

[to come]

### **The 2021 B Refunded Projects**

The 2021 B Refunded Projects consist of certain County facilities financed with proceeds of the Authority's Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) (the "Series 2012 A Bonds"). The Authority issued the Series 2012 A Bonds to finance the costs of the construction of a building to serve as a mental health facility for the County and the construction of a related parking garage (the "Mental Health Facilities Project"), and the construction of a building to serve as a neighborhood community center in the Providence District of the County (the "Providence Community Center Project" and together with the Mental Health Facilities Project, the "2012 Woodburn Project").

The Series 2012 A Bonds were issued under the provisions of the Master Trust Agreement and a Second Supplemental Trust Agreement, dated as of April 1, 2012, between the Authority and the Trustee.

### **The 2021 C Refunded Projects**

The 2021 C Refunded Projects consist of the following:

The Laurel Hill Projects. The Authority issued its Revenue Refunding Bonds (Laurel Hill Public Facilities Projects) Series 2012A (the "Series 2012 A Laurel Hill Bonds") to advance refund the Authority's Revenue Bonds (Laurel Hill Public Facilities Projects), Series 2003 (the "2003 Laurel Hill Bonds"). The 2003 Laurel Hill Bonds were issued to finance a public high school (the "Laurel Hill High School Project") and a public golf course and related structures, facilities and equipment (the "Laurel Hill Golf Course Project" and collectively with the Laurel Hill High School Project, the "Laurel Hill Projects") located in the Laurel Hill area of the southern part of the County.

The Series 2012 A Laurel Hill Bonds were not issued under the Master Trust Indenture, but instead by the Authority under the provisions of a separate Trust Agreement and a First Supplemental Trust Agreement, each dated as of June 1, 2003, and a Second Supplemental Trust Agreement, dated as of April 1, 2012 (collectively, the "Laurel Hill Trust Agreement"), between the Authority and U.S. Bank National Association, as successor trustee (in such capacity, the "Laurel Hill Trustee").

The 2014 Projects. The Authority issued its Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the "Series 2014 A Bonds") and its Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the "Series 2014 B Bonds" and, together with the Series 2014 A Bonds, the "Series 2014 Bonds") to finance or refinance various projects.

The Authority issued its Series 2014 A Bonds 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 (the "Public Safety Facility Project"), to refund and redeem prior to their respective maturities certain outstanding bonds of the Authority's Fairfax County Facilities Revenue Bonds Series 2005 A (School Board Central Administration Building Project Phase I) (the "2005 School Building Bonds") issued to finance the purchase and improvement of certain property to be used by the Fairfax County Public School System as a school system administration building and for purchase of certain adjacent land (the "2005 School Building Project").

The Authority issued its Series 2014 B Bonds to permanently finance the leasehold acquisition from LAF, LLC, of the Workhouse Arts Center located in Lorton, Virginia (the "2014 LAF Project" and together with the Public Safety Facility Project and the 2005 School Building Project, the "2014 Projects").

The Series 2014 Bonds were issued under the provisions of the Master Trust Agreement and a Third Supplemental Trust Agreement, dated as of June 1, 2014, between the Authority and the Trustee.

The Series 2014 B Bonds are anticipated to be refunded, as a whole or in part, by the Series 2021 C Bonds. The Series 2014 A Bonds are anticipated to be refunded, as a whole or in part, by the Series 2021 D Bonds.

The Series 2017 B Project. The Authority issued its Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) (the “Series 2017 B Bonds”) to provide funds to refund and redeem prior to their respective maturities certain of the Series 2012 A Bonds (as defined below) issued to finance a portion of the cost of the 2012 Woodburn Project (as defined above). See “–The 2021 B Refunded Project” above.

The Series 2017 B Bonds were issued under the Master Trust Agreement and a Fourth Supplemental Trust Agreement, dated as of August 1, 2017, between the Authority and the Trustee.

### **The 2021 D Refunded Projects**

The Series 2014 A Bonds are anticipated be refunded, as a whole or in part, by the Series 2021 D Bonds. See “THE SERIES 2021 BONDS – The 2021 D Bonds” below.

### **REFUNDING PLAN**

The Series 2021 B Bonds are authorized to be issued to provide funds, with other available funds, to refund and to redeem prior to their respective maturities the following outstanding Series 2012 A Bonds, referred to hereafter as the “Series 2021 B Refunding Candidates”:

#### **Series 2021 B Refunding Candidates\***

##### **Series 2012 A Bonds**

<u>Maturities</u>	<u>Amount</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Number<sup>†</sup></u>
3/1/2042	\$16,980,000	_____, 2021	100%	30382L CF3

<sup>†</sup> 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 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 Series 2021 Bonds.

The Series 2021 C Bonds are authorized to be issued to provide funds, with other available funds, to refund and to redeem prior to their respective maturities outstanding bonds, including all or a portion of the following outstanding bonds of the Authority, referred to hereafter as the “Series 2021 C Refunding Candidates”:

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\* Preliminary, subject to change

## Series 2021 C Refunding Candidates\*

## Series 2012A Laurel Hill Bonds

<u>Maturities</u>	<u>Amount</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Number<sup>†</sup></u>
6/1/2023	\$4,205,000	6/1/2022	100%	30382E GD0
6/1/2024	670,000	6/1/2022	100	30382E GE8
6/1/2025	740,000	6/1/2022	100	30382E GF5
6/1/2026	760,000	6/1/2022	100	30382E GG3
6/1/2027	785,000	6/1/2022	100	30382E GH1
6/1/2028	810,000	6/1/2022	100	30382E GJ7
6/1/2029	835,000	6/1/2022	100	30382E GK4
6/1/2030	865,000	6/1/2022	100	30382E GL2
6/1/2031	895,000	6/1/2022	100	30382E GM0
6/1/2032	925,000	6/1/2022	100	30382E GN8
6/1/2033	955,000	6/1/2022	100	30382E GP3

## Series 2014 B Bonds

<u>Maturities</u>	<u>Amount</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Number<sup>†</sup></u>
10/1/2026	\$1,555,000	10/1/2024	100%	30382L CW6
10/1/2027	1,620,000	10/1/2024	100	30382L CX4
10/1/2028	1,685,000	10/1/2024	100	30382L CY2
10/1/2029	1,755,000	10/1/2024	100	30382L CT3
10/1/2033	7,820,000	10/1/2024	100	30382L CU0

## Series 2017 B Bonds

<u>Maturities</u>	<u>Amount</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Number<sup>†</sup></u>
10/1/2029	\$1,940,000	10/1/2027	100%	30382L EX2
10/1/2030	2,045,000	10/1/2027	100	30382L EY0
10/1/2031	2,145,000	10/1/2027	100	30382L EZ7
10/1/2032	2,255,000	10/1/2027	100	30382L FA1
10/1/2033	2,370,000	10/1/2027	100	30382L FB9
10/1/2034	2,495,000	10/1/2027	100	30382L FC7
10/1/2035	2,620,000	10/1/2027	100	30382L FD5
10/1/2036	2,755,000	10/1/2027	100	30382L FE3

<sup>†</sup> 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 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 Series 2021 Bonds.

The Series 2021 D Bonds are authorized to be issued to provide funds, with other available funds, to refund and to redeem prior to their respective maturities outstanding bonds, including all or a portion of the following outstanding bonds of the Authority, referred to hereafter as the “Series 2021 D Refunding Candidates” and collectively with the Series 2021 B Refunding Candidates and the Series 2021 C Refunding Candidates, as the “Refunding Candidates”:

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\* Preliminary, subject to change

**Series 2021 D Refunding Candidates\***

**Series 2014 A Bonds**

<u>Maturities</u>	<u>Amount</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Number<sup>†</sup></u>
10/1/2025	\$9,200,000	10/1/2024	100%	30382L DK1
10/1/2026	9,305,000	10/1/2024	100	30382L DL9
10/1/2027	9,425,000	10/1/2024	100	30382L DM7
10/1/2028	9,550,000	10/1/2024	100	30382L DN5
10/1/2029	9,675,000	10/1/2024	100	30382L DP0
10/1/2030	9,810,000	10/1/2024	100	30382L DQ8
10/1/2031	9,945,000	10/1/2024	100	30382L DR6
10/1/2032	10,100,000	10/1/2024	100	30382L DS4
10/1/2033	10,250,000	10/1/2024	100	30382L DT2
10/1/2034	10,420,000	10/1/2024	100	30382L DU9

<sup>†</sup> 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 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 Series 2021 Bonds.

The Series 2021 D Bonds are not being offered pursuant to this Official Statement. See “THE SERIES 2021 BONDS – The Series 2021 D 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 Series 2021 B Bonds, the Series 2021 C Bonds and the Series 2021 D 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 Series 2021 B Bonds, the Series 2021 C Bonds and the Series 2021 D 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 Series 2021 B Bonds, the Series 2021 C Bonds and the Series 2021 D 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, as escrow agent (in such capacity, the “Escrow Agent”) pursuant to one or more escrow deposit agreements, 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 and interest on the Refunded Bonds to their respective redemption dates. The arithmetical computations of the sufficiency of the cash deposited with the Escrow Agent to pay the principal of and interest on the Refunded Bonds will be verified by Robert Thomas CPA, LLC.

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\* Preliminary, subject to change

### ESTIMATED SOURCES AND USES OF FUNDS

The following are the estimated sources and uses of the proceeds of the Underwritten Series 2021 Bonds:

<u>Sources</u>	<u>Series 2021 A Bonds</u>	<u>Series 2021 B Bonds</u>	<u>Series 2021 C Bonds</u>	<u>Total</u>
Principal Amount	\$	\$	\$	\$
Premium				
Total Sources	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
 <u>Uses</u>	 \$	 \$	 \$	 \$
2021 Public Works Project				
Refund Prior Bonds				
Costs of Issuance				
Total Uses	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

### THE SERIES 2021 BONDS

#### General

The Underwritten Series 2021 Bonds will be dated their date of delivery and will bear interest at the rates and mature, subject to the rights of redemption described below, in the amounts and on the dates set forth on pages (i), (ii) and (iii) of this Official Statement. The Underwritten Series 2021 Bonds will be issuable as fully registered bonds in authorized denominations of \$5,000 and integral multiples thereof. The Regular Record Date for the Underwritten Series 2021 Bonds will be the 15<sup>th</sup> day (whether or not a business day) of the calendar month next preceding the applicable Interest Payment Date.

Interest on the Underwritten Series 2021 Bonds is payable on April 1 and October 1 of each year, commencing April 1, 2022 (each an “Interest Payment Date”). Interest on the Underwritten Series 2021 Bonds is calculated based on a 360-day year consisting of twelve thirty-day months. Principal of the Underwritten Series 2021 Bonds is payable at maturity, subject to prior redemption as described below under “– Redemption of the Underwritten Series 2021 Bonds.” The Underwritten Series 2021 Bonds will be issued in a book-entry only system of registration, and so long as The Depository Trust Company, New York, New York (“DTC”), or its nominee is the registered owner of the Underwritten Series 2021 Bonds, payments of the principal, of, premium, if any, and interest on the Underwritten Series 2021 Bonds will be payable directly to DTC. See “– Book-Entry Only System” below.

## Redemption of the Underwritten Series 2021 Bonds

### *Series 2021 A Bonds*

*Optional Redemption.* The Series 2021 A Bonds maturing after October 1, 203\_\*, are subject to redemption at the option of the Authority, in whole or in part, at any time on or after October 1, 203\_\*, at a redemption price equal to 100% of the principal amount of the Series 2021 A Bonds to be redeemed plus interest accrued thereon to the redemption date.

*Extraordinary Optional Redemption.* The Series 2021 A Bonds are subject to extraordinary optional redemption, in whole or in part on any date, at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, upon the exercise by the Board of Supervisors of the County of its option to prepay the Purchase Price relating to the 2021 Public Works Project or portion thereof pursuant to the Installment Purchase Contract when proceeds of insurance or a condemnation award are received and such proceeds are not used to repair, reconstruct or restore the 2021 Public Works Project or such portion thereof. See “THE PROJECTS – The 2021 Public Works Project,” and Appendix C, “SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Fifth Supplemental Trust Agreement – Extraordinary Optional Redemption.”

*Mandatory Sinking Fund Redemption.* The Series 2021 A Bonds maturing October 1, 20\_\*, are subject to mandatory redemption in part at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, in accordance with the following Sinking Fund Requirements:

#### Series 2021 A Bonds Maturing October 1, 20--\*

<u>October 1</u>	<u>Principal Amount</u>
20--	
20--	†
† Final Maturity	

The Series 2021 A Bonds maturing October 1, 20\_\*, are subject to mandatory redemption in part at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, in accordance with the following Sinking Fund Requirements:

#### Series 2021 A Bonds Maturing October 1, 20--\*

<u>October 1</u>	<u>Principal Amount</u>
20--	
20--	
20--	†
† Final Maturity	

The Trust Agreement requires funds to be provided sufficient to redeem on the dates indicated above the principal amounts of such Series 2021 A Bonds set forth above (after credit, as provided in the Trust Agreement, for any such Series 2021 A Bonds previously purchased or redeemed and not credited to the sinking fund obligation). See Appendix C, “Summary of Certain DOCUMENTS PROVISIONS – Fifth Supplemental Trust Agreement – *Mandatory Sinking Fund Redemption.*”

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\* Preliminary, subject to change.

### ***Series 2021 B Bonds***

*Optional Redemption.* The Series 2021 B Bonds maturing after October 1, 203\_\*, are subject to redemption at the option of the Authority, in whole or in part, at any time on or after October 1, 203\_\*, at a redemption price equal to 100% of the principal amount of the Series 2021 B Bonds to be redeemed plus interest accrued thereon to the redemption date.

*Extraordinary Optional Redemption.* The Series 2021 B Bonds are subject to extraordinary optional redemption, in whole or in part on any date, at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, upon the exercise by the Board of Supervisors of the County of its option to prepay the Purchase Price relating to the 2021 B Refunded Projects or portion thereof pursuant to the Installment Purchase Contract when proceeds of an insurance or condemnation award are received and such proceeds are not used to repair, reconstruct or restore the 2021 B Refunded Projects or such portion thereof. See “THE PROJECTS – The 2021 B Refunded Projects” and Appendix C, “SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Fifth Supplemental Trust Agreement – *Extraordinary Optional Redemption.*”

*Mandatory Sinking Fund Redemption.* The Series 2021 B Bonds maturing October 1, 20\_\*, are subject to mandatory redemption in part at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, in accordance with the following Sinking Fund Requirements:

#### Series 2021 B Bonds Maturing October 1, 20--\*

<u>October 1</u>	<u>Principal Amount</u>
20--	\$
20--	†
† Final Maturity	

The Series 2021 B Bonds maturing October 1, 20--\*, are subject to mandatory redemption in part at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, in accordance with the following Sinking Fund Requirements:

#### Series 2021 B Bonds Maturing October 1, 20--\*

<u>October 1</u>	<u>Principal Amount</u>
20--	
20--	
20--	†
† Final Maturity	

The Trust Agreement requires funds to be provided sufficient to redeem on the dates indicated above the principal amounts of such Series 2021 B Bonds set forth above (after credit, as provided in the Trust Agreement, for any such Series 2021 B Bonds previously purchased or redeemed and not credited to the sinking fund obligation). See Appendix C, “SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Fifth Supplemental Trust Agreement – *Mandatory Sinking Fund Redemption.*”

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\* Preliminary, subject to change.

### ***Series 2021 C Bonds***

*Optional Redemption.* The Series 2021 C Bonds maturing after October 1, 203\_\*, are subject to redemption at the option of the Authority, in whole or in part, at any time on or after October 1, 203\_\*, at a redemption price equal to 100% of the principal amount of the Series 2021 C Bonds to be redeemed plus interest accrued thereon to the redemption date.

*“Make-Whole” Optional Redemption.* The Series 2021 C Bonds maturing on and before October 1, 203\_\*, are subject to redemption at the option of the Authority, in whole or in part, on any business day, 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 2021 C Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2021 C Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2021 C Bonds are to be redeemed, discounted to the date on which the Series 2021 C 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 0.\_\_\_\_%; plus in each case, accrued and unpaid interest on the Series 2021 C 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 2021 C 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 2021 C 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 2021 C 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 2021 C Bond to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life of the Series 2021 C Bond to be redeemed.

“Comparable Treasury Price” means, with respect to any redemption date for a particular Series 2021 C Bond, (i) if the Designated Investment Banker receives at least four Reference Treasury Dealer

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\* Preliminary, subject to change.

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 Authority.

“Reference Treasury Dealer” means each of the four firms, specified by the Authority 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 Authority 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 2021 C 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 2021 C 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 Authority to calculate such redemption price. The Authority 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.

*Extraordinary Optional Redemption.* The Series 2021 C Bonds are subject to extraordinary optional redemption, in whole or in part on any date, at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, upon the exercise by the Board of Supervisors of the County of its option to prepay the Purchase Price relating to the 2021 B Refunded Projects or portion thereof pursuant to the Installment Purchase Contract when proceeds of an insurance or condemnation award are received and such proceeds are not used to repair, reconstruct or restore the 2021 B Refunded Projects or such portion thereof. See “THE PROJECTS – The 2021 B Refunded Projects” and Appendix C, “SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Fifth Supplemental Trust Agreement – *Extraordinary Optional Redemption.*”

*Mandatory Sinking Fund Redemption.* The Series 2021 C Bonds maturing October 1, 20<sub>--</sub>\*, are subject to mandatory redemption in part at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, in accordance with the following Sinking Fund Requirements:

Series 2021 C Bonds Maturing October 1, 20<sub>--</sub>\*

<u>October 1</u>	<u>Principal Amount</u>
20--	
20--	
† Final Maturity	†

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\* Preliminary, subject to change.

The Series 2021 C Bonds maturing October 1, 20\_\_\*, are subject to mandatory redemption in part at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, in accordance with the following Sinking Fund Requirements:

Series 2021 C Bonds Maturing October 1, 20--\*

<u>October 1</u>	<u>Principal Amount</u>
20--	
20--	
20--	†
† Final Maturity	

The Trust Agreement requires funds to be provided sufficient to redeem on the dates indicated above the principal amounts of such Series 2021 C Bonds set forth above (after credit, as provided in the Trust Agreement, for any such Series 2021 C Bonds previously purchased or redeemed and not credited to the sinking fund obligation). See Appendix C, “SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Fifth Supplemental Trust Agreement – *Mandatory Sinking Fund Redemption.*”

*Defeasance of Series 2021 C Bonds.* Persons considering the purchase of a Series 2021 C Bond should be aware that a defeasance of a Series 2021 C Bond by the Authority prior to maturity could result in the realization of gain or loss by the beneficial owner of such Series 2021 C 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 advisers with respect to the tax consequences resulting from such events. See “CERTAIN INVESTMENT CONSIDERATIONS” and “TAX MATTERS – Series 2021 C Bonds – *Defeasance of Series 2021 C Bonds*” herein.

***Notice of Redemption***

At least 30 days but not more than 90 days before the redemption date of any Underwritten Series 2021 Bonds, whether in whole or in part, the Trustee will cause notice of any such redemption to be mailed by certified mail, return receipt requested, to all holders of Underwritten Series 2021 Bonds to be redeemed in whole or in part. Any defect in such notice or failure to mail such notice shall not affect the validity of the proceedings for the redemption of other Underwritten Series 2021 Bonds. While the Underwritten Series 2021 Bonds are held in the name of DTC or its nominee, such redemption notices will be sent to Cede & Co. and not to the beneficial owners of the Underwritten Series 2021 Bonds. See “– Book-Entry Only System” below.

Any notice of optional, “make-whole” optional, or extraordinary optional redemption of the Underwritten Series 2021 Bonds may state that it is conditioned upon there being available on the redemption date 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 Authority, the corresponding notice of redemption shall be deemed to be revoked.

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\* Preliminary, subject to change.

## **The Series 2021 D Bonds**

On the Closing Date, the Authority will also issue its Fairfax County Facilities Revenue Refunding Bonds Series 2021 D (County Facilities Projects) (Federally Taxable) (the “Series 2021 D Bonds”). The Series 2021 D Bonds are not being offered pursuant to this Official Statement and will be directly purchased by Wells Fargo Bank, National Association, an affiliate of the Senior Manager for the Series 2021 C Bonds, for its own account. The Series 2021 D Bonds are being issued to provide funds to refund and redeem prior to their respective maturities certain of the Authority’s Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects). See “REFUNDING PLAN” and “THE PROJECTS – The 2021 D Refunded Projects.” The Series 2021 D Bonds will initially bear interest at a taxable rate, subject to reduction to a tax-exempt rate on or about October 1, 2024, at the mutual option of the Authority and the owner of the Series 2021 D Bonds.

## **Book-Entry Only System**

*The following description of the procedures and recordkeeping with respect to beneficial ownership interests in the Underwritten Series 2021 Bonds, payments of principal of and interest on the Underwritten Series 2021 Bonds to The Depository Trust Company, New York, New York (“DTC”), its nominee, Direct Participants (as defined below) or Beneficial Owners (as defined below), confirmation and transfer of beneficial ownership interests in the Underwritten Series 2021 Bonds and other bond-related transactions by and between DTC, the Direct Participants and Beneficial Owners is based solely on information furnished by DTC.*

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Underwritten Series 2021 Bonds. The Underwritten Series 2021 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 Underwritten Series 2021 Bond certificate will be issued for each maturity of Underwritten Series 2021 Bonds of each Series bearing interest at a specified interest rate, each in the aggregate principal amount of such Underwritten Series 2021 Bonds.

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”). DTC has a S&P rating of AA+. 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](http://www.dtcc.com).

Purchases of the Underwritten Series 2021 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Underwritten Series 2021 Bonds on DTC's records. The ownership interest of each actual purchaser of the Underwritten Series 2021 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 Underwritten Series 2021 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 Underwritten Series 2021 Bonds, except in the event that use of the book entry system for the Underwritten Series 2021 Bonds is discontinued.

To facilitate subsequent transfers, all Underwritten Series 2021 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 Underwritten Series 2021 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 Underwritten Series 2021 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Underwritten Series 2021 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 Underwritten Series 2021 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Underwritten Series 2021 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Underwritten Series 2021 Bond documents. For example, Beneficial Owners of the Underwritten Series 2021 Bonds may wish to ascertain that the nominee holding the Underwritten Series 2021 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.

Redemption notices shall be sent to DTC. If less than all of the Underwritten Series 2021 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Underwritten Series 2021 Bonds unless authorized by a Direct Participant in accordance with DTC's Money Market Instrument Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority 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 Underwritten Series 2021 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 Underwritten Series 2021 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 Authority or the Trustee, 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 Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC), is the responsibility of the Authority or Trustee, 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 Authority or Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Underwritten Series 2021 Bonds are required to be printed and delivered.

The Authority 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 Underwritten Series 2021 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 Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.*

**The Authority may enter into amendments to the agreement with DTC, or successor agreements with a successor securities depository, relating to the book-entry system to be maintained with respect to the Underwritten Series 2021 Bonds without the consent of Beneficial Owners.**

## SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS

### Master Trust Agreement

Under the Master Trust Agreement, the Authority will pledge and assign to the Trustee, as security for the payment of all Bonds issued under the Master Trust Agreement, all rights, title and interest of the Authority in and to the Contract, including its right to receive Basic Contract Payments and Additional Contract Payments (reserving its right to receive certain Additional Contract Payments and its rights to receive notices, reports, and other statements) under the Contract. If additional Bonds (the “Additional Bonds”) are issued under the Master Trust Agreement, the Authority will in like manner assign to the Trustee all rights, title and interest of the Authority in and to the additional payment agreements similar to the Contract (the “Payment Agreements”) between the Authority and the County, including the Authority’s rights to receive Basic Payments and Additional Payments (exclusive of amounts equal to the Authority’s allowable expenses). The Authority has previously issued its \$65,965,000 Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) (the “Series 2012 A Bonds”), \$170,690,000 Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the “Series 2014 A Bonds”), \$30,175,000 Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the “Series 2014 B Bonds”), \$19,060,000 aggregate principal amount of Fairfax County Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (Federally Taxable) (the “Series 2017 A Bonds”), and \$31,150,000 aggregate principal amount of Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) (the “Series 2017 B Bonds”), under the Master Trust Agreement and pledged and assigned its right to receive Basic Payments and Additional Payments under Payment Agreements entered into with the County for purposes of paying debt service on the Series 2012 A

Bonds, the Series 2014 A Bonds, Series 2014 B Bonds, the Series 2017 A Bonds and the Series 2017 B Bonds. The Series 2012 A Bonds were issued to finance the costs of the Series 2012 A Project, the Series 2014 A Bonds were issued to finance the construction and improvement of a public safety facility and related parking garage and refund certain outstanding maturities of bonds issued under the Master Trust Agreement in 2005, the Series 2014 B Bonds were issued to permanently finance the acquisition of a leasehold interest in the Workhouse Arts Center located in Lorton, Virginia, the Series 2017 A Bonds were issued to finance the construction and improvement of 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, and the Series 2017 B Bonds were issued to refund a portion of the Series 2012 A Bonds. See “– Additional Bonds.”

### **Basic Contract Payments and Additional Contract Payments**

The County is obligated under the Contract to make Basic Contract Payments that are sufficient to pay the principal of and interest due on the Series 2021 Bonds. Under the Contract, the County has also agreed to make Additional Contract Payments in amounts sufficient, among other purposes, to pay the Authority’s expenses allocable to the Contract and for the Authority to pay timely the compensation and expenses of the Trustee. Under all Payment Agreements, the obligation of the County to make all Contract Payments and other payments required under the Contract in any fiscal year of the County is valid and binding but subject to and contingent upon the annual appropriation by the Board of Supervisors of the County of funds for such purpose for such fiscal year. The failure of the County to pay all or any portion of the Contract Payments or any other amounts due under the Contract on account of a failure of the Board of Supervisors of the County to appropriate such sums (an “Event of Non-appropriation”) would not constitute a default or an event of default under the Contract. See “CERTAIN INVESTMENT CONSIDERATIONS.”

### **Budget and Appropriation**

The Authority has covenanted in the Trust Agreement that it will request the County annually for each fiscal year to budget, appropriate and pay to the Trustee an amount equal to the Basic Payments and Additional Payments payable by the County under all Payment Agreements, such as the Contract, in such fiscal year. The County has covenanted in the Contract that the County Executive shall include as a separate line item in each annual budget of revenues and disbursements presented to the Board of Supervisors an item, appropriately designated, in an amount not less than an amount sufficient, in the judgment of the County Executive, to pay debt service on the Series 2021 Bonds and all other amounts payable during such fiscal year by the County pursuant to the Contract. Alternatively, the County Executive may include as a single line item in each annual budget of revenues and disbursements presented to the Board of Supervisors an item designated “Basic and Additional Payments – Master Trust Agreement” in an amount not less than an amount sufficient, in the judgment of the County Executive, to make all payments scheduled to become due, and pay all other amounts payable by the County, pursuant to this Contract and all other Payment Agreements during such fiscal year.

If Additional Bonds are issued under the Master Trust Agreement, the County will covenant in the applicable Payment Agreement that the County Executive shall include in each annual budget of revenues and disbursements presented to the Board of Supervisors an item, appropriately designated, in an amount not less than an amount sufficient, in the judgment of the County Executive, to pay debt service on such Additional Bonds and all other amounts payable during such fiscal year by the County pursuant to the Payment Agreement. See Appendix C, “SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Master Trust Agreement – Authorization and Issuance of Bonds” and “CERTAIN INVESTMENT CONSIDERATIONS.”

### **Limited Obligations**

The Series 2021 Bonds are not a debt of the County, the Authority, the Commonwealth of Virginia or any political subdivision thereof, within the meaning of any constitutional, charter, or statutory debt limit or restriction, nor is the full faith and credit of the County, the Authority or the Commonwealth of Virginia pledged to the payment of the Series 2021 Bonds or the interest thereon. The Authority has no taxing power.

### **Additional Bonds**

The 2012 A Bonds, the Series 2014 A Bonds, the Series 2014 B Bonds, the Series 2017 A Bonds, and the Series 2017 B Bonds have been previously issued and are outstanding under the Master Trust Agreement and are on a parity with the Series 2021 Bonds. The Authority may also issue Additional Bonds on a parity with the Series 2021 Bonds under the Master Trust Agreement for the financing or refinancing of any "Project." Project is defined to include any facility that the Authority may finance under the Enabling Act. The Authority may also issue refunding Bonds ("Refunding Bonds") on a parity with the Series 2012 A Bonds, the Series 2014 A Bonds, the Series 2014 B Bonds, the Series 2017 A Bonds, the Series 2017 B Bonds, and the Series 2021 Bonds for the purpose of providing funds, together with any other funds available therefor, for refunding all or any part of the Series 2012 A Bonds, Series 2014 A Bonds, the Series 2014 B Bonds, the Series 2017 A Bonds, the Series 2017 B Bonds, the Series 2021 Bonds, or other Bonds or any other indebtedness incurred to provide a facility for use by the County.

Conditions precedent under the Master Trust Agreement to the Authority's issuance of a series of additional or refunding Bonds on a parity with the Series 2012 A Bonds, the Series 2014 A Bonds, the Series 2014 B Bonds, the Series 2017 A Bonds, the Series 2017 B Bonds, and the Series 2021 Bonds include, among other requirements, the following:

(1) The execution and delivery of a "Payment Agreement," as defined the Master Trust Agreement, as a note, loan agreement, lease agreement, installment purchase contract or other contract or obligation, or combination thereof, by the express terms of which the County shall be absolutely and unconditionally obligated to make payments on such dates and in such amounts as shall be sufficient for the Authority to make timely payment in each fiscal year of all amounts that may become due and payable on such Series of Bonds. Such payments under a Payment Agreement shall be subject only to the appropriation for such fiscal year by the Board of Supervisors of funds for the purpose of the County's making such payments. Each Payment Agreement shall expressly provide that the County Executive shall include in each operating budget an item, appropriately designated, in an amount not less than an amount sufficient, in the judgment of the County Executive, to pay debt service on the applicable Series of Bonds and all other amounts payable during such fiscal year by the County pursuant to the Payment Agreement. Alternatively, the County Executive may include as a single line item in each annual budget of revenues and disbursements presented to the Board of Supervisors an item designated "Basic and Additional Payments – Master Trust Agreement" in an amount not less than an amount sufficient, in the judgment of the County Executive, to make all payments scheduled to become due, and pay all other amounts payable by the County under all Payment Agreements;

(2) The providing of an opinion or opinions of counsel for the County to the effect that (i) the Payment Agreement has been duly authorized, executed and delivered by the County, is in full force and effect and is valid and binding on the County in accordance with its terms and (ii) subject to the usual qualifications and exceptions, the express terms of the Payment Agreement that providing that the County's obligation to make payments to or for the account of the Authority on such dates and in such amounts as shall be sufficient for the Authority to make timely payment of (X) all amounts that may

become due and payable on such Series of Bonds, (Y) all other amounts that may become payable under the terms of the Payment Agreement and (Z) all amounts payable under the Master Trust Agreement and the applicable Supplemental Trust Agreement to the extent not provided for in the applicable Payment Agreement or other Payment Agreements or otherwise provided for, are valid and binding subject only to the appropriation by the Board of Supervisors of funds for the purpose of the County's making such payments;

(3) The receipt of written confirmation from each rating agency that has rated at the County's request any Series of outstanding Bonds that the issuance of such Series of Bonds will not cause its Credit Rating on any Series of Bonds (the underlying rating on such Bonds if such Bonds have been credit enhanced) outstanding immediately following such issuance to be lowered or withdrawn on account of the issuance of such Series of Bonds. The Authority has received written confirmation from each Rating Agency that the issuance of the Series 2021 Bonds will not cause the Credit Rating on the Series 2012 A Bonds, the Series 2014 A Bonds, Series 2014 B Bonds, the Series 2017 A Bonds and the Series 2017 B Bonds to be withdrawn or lowered. See "RATINGS" herein for the initial Credit Ratings assigned to the Underwritten Series 2021 Bonds. Failure by any rating agency to affirm its Credit Rating on the outstanding Bonds on account of the proposed issuance of such Additional Bonds would result in a failure to satisfy the requirements described in this clause (3); and

(4) The providing of a certificate of a County Representative stating that the sum of the proceeds of the Series of Bonds, together with other amounts made available for the particular Project to be financed with such Series of Bonds and the estimated investment income on such money is not less than the estimated total Cost of the Project.

See Appendix C, "SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Master Trust Agreement – Authorization and Issuance of Bonds."

### **No Reserve Fund**

No debt service reserve fund or other similar reserve fund has been established with respect to the Series 2021 Bonds or any other parity Bonds outstanding under the Master Trust Agreement.

### **Casualty and Liability Insurance**

The Contract requires that the County place in effect at a minimum the following insurance: (i) an "all risks" policy with coverage equal to 100% of the replacement cost value of the 2021 Public Works Project and the 2021 Refunded Projects, to be determined no less frequently than annually and (ii) a general liability policy covering all operations and maintenance in connection with the 2021 Public Works Project and the 2021 Refunded Projects equal to \$5,000,000 combined aggregate limit per occurrence for personal injury and property damage liability. All such insurance must be issued by companies licensed to do business in the Commonwealth of Virginia with the Best's Key Rating of at least A-:VI. In the alternative the County may self-insure for all or a portion of the insurance required under the Contract. See Appendix C, "SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Installment Purchase Contract – Insurance." The Net Proceeds of any insurance money received do not serve as security for the Series 2021 Bonds under the provisions of the Trust Agreement.

### **Casualty, Condemnation**

If all or a portion of the 2021 Public Works Project is damaged or destroyed by fire or taken by condemnation, the County is obligated either to (a) repair and restore the 2021 Public Works Project to substantially the same condition or utility value as existed prior to such event or (b) apply the Net

Proceeds resulting from such event, together with other available money, to the payment of the allocable portion of the Series 2021 A Bonds or in full, as applicable, either through redemption of the Series 2021 A Bonds as described herein under “THE SERIES 2021 BONDS – Redemption of the Underwritten Series 2021 Bonds – *Series 2021 A Bonds – Extraordinary Optional Redemption*” or a defeasance of the Series 2021 A Bonds in accordance with the Trust Agreement. See Appendix C, “SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Installment Purchase Contract – County’s Obligation to Maintain and Repair the Properties.”

If all or a portion of the 2021 B Refunded Projects are damaged or destroyed by fire or taken by condemnation, the County is obligated either to (a) repair and restore the 2021 B Refunded Projects to substantially the same condition or utility value as existed prior to such event or (b) apply the Net Proceeds resulting from such event, together with other available money, to the payment of the allocable portion of the Series 2021 B Bonds or in full, as applicable, either through redemption of the Series 2021 B Bonds as described herein under “THE SERIES 2021 BONDS – Redemption of the Underwritten Series 2021 Bonds – *Series 2021 B Bonds – Extraordinary Optional Redemption*” or a defeasance of the Series 2021 B Bonds in accordance with the Trust Agreement. See Appendix C, “SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Installment Purchase Contract – County’s Obligation to Maintain and Repair the Properties.”

If all or a portion of the 2021 C Refunded Projects are damaged or destroyed by fire or taken by condemnation, the County is obligated either to (a) repair and restore the 2021 C Refunded Projects to substantially the same condition or utility value as existed prior to such event or (b) apply the Net Proceeds resulting from such event, together with other available money, to the payment of the allocable portion of the Series 2021 C Bonds or in full, as applicable, either through redemption of the Series 2021 C Bonds as described herein under “THE SERIES 2021 BONDS – Redemption of the Underwritten Series 2021 Bonds – *Series 2021 C Bonds – Extraordinary Optional Redemption*” or a defeasance of the Series 2021 C Bonds in accordance with the Trust Agreement. See Appendix C, “SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Installment Purchase Contract – County’s Obligation to Maintain and Repair the Properties.”

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### DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Series 2012 A Bonds, the Series 2014 A Bonds, the Series 2014 B Bonds, the Series 2017 A Bonds, the Series 2017 B Bonds, and the Series 2021 Bonds:

Fiscal Year <u>Ending June 30</u>	Debt Service on Outstanding Bonds <sup>2</sup>	<u>Series 2021 Bonds<sup>1</sup></u>		Total Debt Service <sup>3</sup>
		Series 2021 Bonds <u>Principal</u>	Series 2021 Bonds <u>Interest</u>	
2022	\$22,293,135	\$	\$	\$
2023	21,946,740			
2024	21,592,093			
2025	21,237,914			
2026	20,891,332			
2027	20,529,509			
2028	20,182,081			
2029	19,833,395			
2030	19,477,717			
2031	19,132,217			
2032	18,766,899			
2033	18,418,219			
2034	18,059,652			
2035	15,583,365			
2036	4,900,851			
2037	4,900,345			
2038	5,183,539			
2039	3,869,375			
2040	3,868,350			
2041	3,865,800			
2042	3,866,500			
2043	-			
2044	-			
2045	-			
2046	-			
2047	-			
Total <sup>2</sup>	<u>\$308,399,028</u>	\$	\$	\$

<sup>1</sup> Includes debt service on the Series 2021 D Bonds, which are not being offered pursuant to this Official Statement. Does not assume conversion of the Series 2021 D Bonds to bear interest at a tax-exempt rate. See “THE SERIES 2021 BONDS – The Series 2021 D Bonds.”

<sup>2</sup> Includes debt service on the Series 2012 A Bonds, the Series 2014 A Bonds, the Series 2014 B Bonds, the Series 2017 A Bonds, and the Series 2017 B Bonds, including the Refunding Candidates. Does not include debt service on the Series 2012 A Laurel Hill Bonds, which are not secured under the Trust Agreement. See Appendix A, “INFORMATION RELATING TO FAIRFAX COUNTY – Debt Administration” for a description of the other tax-supported debt of the County.

<sup>3</sup> Totals may not add due to rounding.

### CERTAIN INVESTMENT CONSIDERATIONS

*The following is a summary of certain risk factors attendant to investment in the Series 2021 Bonds. In order to identify risk factors and make an informed investment decision, investors should review thoroughly all the information contained in this Official Statement.*

### **Non-Appropriation or Default on the Contract**

The County's obligation to make Basic Contract Payments and Additional Contract Payments is subject to appropriation by the Board of Supervisors of funds for that purpose. The likelihood that the Board of Supervisors will continue to appropriate funds for Basic Contract Payments and Additional Contract Payments during each fiscal year may depend on a number of factors, including, but not limited to (a) the timely and successful completion of the construction of the 2021 Public Works Project, (b) the continuing need of the County for the 2021 Public Works Project and the 2021 Refunded Projects, (c) political, economic and other factors affecting County government, (d) general fund revenues and expenditures, (e) economic conditions in the County, (f) the usefulness or value of the 2021 Public Works Project and the 2021 Refunded Projects, and (g) the availability of alternative facilities.

### **Non-Appropriation or Default on Other Payment Agreement**

The Series 2021 Bonds will be on a parity with any other Bonds issued under the Master Trust Agreement. Consequently, the failure of the Board of Supervisors to appropriate funds for Basic Payments and Additional Payments under another Payment Agreement such as the Contract in respect of other projects financed or refinanced under the Master Trust Agreement would result in a shortfall in the amounts required to pay debt service on all the Bonds outstanding under the Master Trust Agreement. Consequently, investors must consider the same factors discussed in the paragraph above not only in the context of the Contract and 2021 Public Works Project and the 2021 Refunded Projects, but also in the context of the projects financed or refinanced under the Master Trust Agreement, all Additional Bonds, other Payment Agreements and other Projects and weigh the adequacy of the protection afforded by the requirements in the Master Trust Agreement for the issuance of Additional Bonds. Currently, the Series 2012 A Bonds, the Series 2014 A Bonds, the Series 2014 B Bonds, the Series 2017 A Bonds, the Series 2017 B Bonds and the Series 2021 Bonds are the only other Bonds outstanding under the Master Trust Agreement. See "Appendix C, SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Master Trust Agreement – Authorization and Issuance of Bonds."

### **Defeasance of Series 2021 C Bonds**

Persons considering the purchase of a Series 2021 C Bond should be aware that a defeasance of a Series 2021 C Bond by the Authority prior to maturity could result in the realization of gain or loss by the beneficial owner of such Series 2021 C 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 advisers with respect to the tax consequences resulting from such events. See "THE SERIES 2021 BONDS – Redemption of the Underwritten Series 2021 Bonds – *Series 2021 C Bonds*" and TAX MATTERS – Series 2021 C Bonds – *Defeasance of Series 2021 C Bonds*" herein.

## **TAX MATTERS**

### **Series 2021 A Bonds and Series 2021 B Bonds**

#### ***Opinion of Bond Counsel***

The Authority and, the County have covenanted to comply with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), relating to the exclusion from gross income of the interest on the Series 2021 A Bond and the Series 2021 B Bonds (collectively, the "Tax-Exempt Bonds") for purposes of federal income taxation. In the opinion of Norton Rose Fulbright US LLP, Bond Counsel, under current law and assuming continuing compliance by the County and the Authority with

such covenants and requirements of the Code regarding, among other matters, the use, expenditure and investment of Tax-Exempt Bond proceeds and the timely payment of certain investment earnings to the United States Treasury, interest on the Tax-Exempt Bonds will not be included in the gross income of the owners thereof for federal income tax purposes. Failure by the County or the Authority to comply with such covenants and requirements may cause interest on the Tax-Exempt Bonds to be includable in the gross income of the owners thereof retroactive to the date of issue of the Tax-Exempt Bonds. No opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the Tax-Exempt Bonds for federal income tax purposes of any action taken or not taken without the approval of Bond Counsel or in reliance upon the advice or opinion of counsel other than Bond Counsel.

Interest on the Tax-Exempt Bonds will not be an item of tax preference for purposes of the federal individual or corporate alternative minimum tax under the Code. Interest on the Tax-Exempt Bonds will, however, be included in the calculation of alternative minimum tax liability imposed on corporations by the Code. The Code contains other provisions (some of which are noted below) that could result in tax consequences, as to which no opinion will be rendered by Bond Counsel, as a result of ownership of the Tax-Exempt Bonds or the inclusion in certain computations of interest that is excluded from gross income.

### ***Original Issue Discount***

The excess, if any, of the amount payable at maturity of any maturity of the Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt Bonds. In general, the issue price of a maturity of the Tax-Exempt Bonds is the first price at which a substantial amount of Tax-Exempt 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 not be the same as the price shown on the inside cover 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.

A portion of the original issue discount that accrues in each year to an owner of a Discount Bond which is a corporation will be included in the calculation of the corporation's federal alternative minimum tax liability. In addition, 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 an alternative minimum tax liability, 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 Tax-Exempt Bonds is sold to the public may be determined according to rules that differ from those described above. Owners of Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount with respect to such Discount Bonds and with respect to state and local tax consequences of owning and disposing of such Discount Bonds.

### ***Bond Premium***

The excess, if any, of the tax basis of Tax-Exempt Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such Tax-Exempt 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 Tax-Exempt 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). Owners of such Tax-Exempt Bonds are required to decrease their adjusted basis in such Tax-Exempt Bonds by the amount of amortizable Bond Premium attributable to each taxable year such Tax-Exempt Bonds are held. The amortizable bond premium on such Tax-Exempt Bonds attributable to a taxable year is not deductible for federal income tax purposes; however Bond Premium on such Tax-Exempt Bonds is treated as an offset to qualified stated interest received on such Tax-Exempt Bonds. Owners of such Tax-Exempt Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the treatment of Bond Premium upon sale, redemption or other disposition of such Tax-Exempt Bonds and with respect to state and local income tax consequences of owning and disposing of such Tax-Exempt Bonds.

### ***Backup Withholding***

Interest paid on the Tax-Exempt 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 Tax-Exempt Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the Tax-Exempt 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.

### ***Virginia Taxation***

Under the Enabling Act, the income on the Tax-Exempt Bonds, including any profit made on the sale thereof, is exempt from all taxation by the Commonwealth of Virginia or any political subdivision thereof.

### ***Other Tax Consequences***

The Code contains 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 Tax-Exempt Bonds or the inclusion in certain computations of interest on the Tax-Exempt Bonds that is excluded from gross income for purposes of federal income taxation.

**PROSPECTIVE PURCHASERS OF THE TAX-EXEMPT 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 Tax-Exempt 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 Tax-Exempt Bonds. Prospective purchasers of the Tax-Exempt 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.

### **Series 2021 C Bonds**

#### ***In General***

Interest on the Series 2021 C 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 2021 C 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 2021 C 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 2021 C 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 2021 C 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 2021 C 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 2021 C 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 2021 C Bonds 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 2021 C Bond whose income or gain in respect of its investment in a Series 2021 C 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 2021 C 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 2021 C 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 2021 C Bonds should consult its own tax advisor.

### ***Payments of Interest***

Payments of interest on a Series 2021 C 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 2021 C 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 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 2021 C Bonds equals the first price at which a substantial amount of such maturity of 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 2021 C Bond is the sum of all payments provided by the Series 2021 C 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 2021 C 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 2021 C 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 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 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 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 2021 C 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 2021 C Bond with market discount until the maturity of such Series 2021 C 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 2021 C 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 2021 C Bond for an amount that is greater than the sum of all amounts payable on such Series 2021 C Bond after the purchase date, other than payments of qualified stated interest, such U.S. Holder will be considered to have purchased the Series 2021 C 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 2021 C Bond and may offset interest otherwise required to be included in respect of the Series 2021 C Bond during any taxable year by the amortized amount of such excess for the taxable year. Bond premium on a Series 2021 C 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 2021 C Bond. However, if the Series 2021 C 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 2021 C 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 2021 C 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 2021 C Bond is equal to the lesser of (1) the difference between (A) such U.S. Holder’s tax basis in the Series 2021 C Bond and (B) the sum of all amounts payable on such Series 2021 C 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 2021 C Bond and (Y) the sum of all amounts payable on such Bond after the purchase date due on or before the early call date, other than payments of qualified stated interest. If a Series 2021 C 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 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 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 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 2021 C Bond***

Except as discussed above, upon the sale, exchange or retirement of a Series 2021 C 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 2021 C Bond. A U.S. Holder's adjusted tax basis in a Series 2021 C Bond generally will equal such U.S. Holder's initial investment in the Series 2021 C 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 2021 C Bond. Such gain or loss generally will be long-term capital gain or loss if the 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 2021 C Bonds***

Persons considering the purchase of a Series 2021 C Bond should be aware that a defeasance of a Series 2021 C Bond by the County prior to maturity could result in the realization of gain or loss by the beneficial owner of such Series 2021 C 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 advisers with respect to the tax consequences resulting from such events. See "CERTAIN INVESTMENT CONSIDERATIONS" 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 2021 C Bond) of certain individuals, trust and estates. Prospective investors in the Series 2021 C Bonds should consult their tax advisors regarding the possible applicability of this tax to an investment in the Series 2021 C Bonds.

### ***Backup Withholding***

A beneficial owner of the Series 2021 C 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 2021 C Bonds or with respect to proceeds received from a disposition of the Series 2021 C Bonds. This withholding applies if such beneficial owner of Series 2021 C 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 2021 C 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 2021 C 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 2021 C 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 2021 C Bonds pursuant to a loan agreement entered into in the ordinary course of the bank’s trade or business.

Assuming payments on the Series 2021 C 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 2021 C 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 2021 C 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 2021 C 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 2021 C 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 2021 C Bonds and sales proceeds of Series 2021 C 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 2021 C Bonds, including the role that such an investment in the Series 2021 C Bonds would play in the Plan’s overall investment portfolio. Each Plan Fiduciary, before deciding to invest in the Series 2021 C Bonds, must be satisfied that such investment in the Series 2021 C Bonds is a prudent investment for the Plan, that the investments of the Plan, including the investment in the Series 2021 C Bonds, are diversified so as to minimize the risk of large losses and that an investment in the Series 2021 C 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 2021 C Bonds.

### ***Virginia Taxation***

Under the Enabling Act, the income on the Series 2021 C Bonds, including any profit made on the sale thereof, is exempt from all taxation by the Commonwealth of Virginia or any political subdivision thereof.

## **RATINGS**

The Underwritten Series 2021 Bonds have been rated “\_\_\_” by Fitch Ratings, Inc. (“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 Underwritten Series 2021 Bonds be rated and furnished certain information to Fitch, Moody’s and S&P, including certain information that is not included in this Official Statement. These ratings are not a recommendation to buy, sell or hold the Underwritten Series 2021 Bonds. Generally, rating agencies base their ratings on such materials and information, 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 Underwritten Series 2021 Bonds.

## **LEGAL MATTERS**

Certain legal matters relating to the authorization and validity of the Series 2021 Bonds are subject to the approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel. Such opinion will be furnished without expense to the purchasers of the Underwritten Series 2021 Bonds. See Appendix D, “FORM OF BOND COUNSEL OPINION” herein.

Certain legal matters will be passed upon for the Authority by McGuireWoods LLP, Tysons, Virginia, for the County by Elizabeth D. Teare, Esquire, County Attorney, and for the Underwriters by Kaufman & Canoles, a Professional Corporation, Richmond, Virginia.

## **LEGALITY FOR INVESTMENTS**

Under the Enabling Act, the Series 2021 Bonds are legal and authorized investments for banks, trustees, trust companies, building and loan associations, insurance companies, fiduciaries, trustees, guardians for all public funds of the Commonwealth of Virginia or other political subdivisions of the Commonwealth of Virginia, and any and all public funds of cities, towns, counties, school districts or other political corporations or subdivisions of the Commonwealth of Virginia.

## **LITIGATION**

No litigation is pending or, to the Authority’s knowledge, threatened (a) to restrain or enjoin the issuance, sale or delivery of any of the Series 2021 Bonds, the application of the proceeds thereof as provided in the Trust Agreement or the collection or application of revenues pledged under the Trust Agreement, (b) in any way contesting or affecting any authority for the issuance or validity of the Series 2021 Bonds or the validity of the Trust Agreement, (c) in any way contesting the creation, existence or powers of the Authority or (d) that, if determined adversely against the Authority, would have a material adverse effect on the Authority.

No litigation is pending or, to the County’s knowledge, threatened (a) to restrain or enjoin the issuance, sale or delivery of any of the Series 2021 Bonds, the application of the proceeds thereof as provided in the Trust Agreement or the collection or application of revenues pledged under the Trust Agreement, (b) in any way contesting or affecting any authority for the issuance or validity of the Series 2021 Bonds or the validity of the Trust Agreement, (c) in any way contesting the creation, existence or powers of the County or (d) that, if determined adversely against the County, would have a material adverse effect on the County.

## **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 Series 2021 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 the Official Statement. The Financial Advisor is not engaged in the business of underwriting municipal securities.

## **VERIFICATION OF CERTAIN FINANCIAL COMPUTATIONS**

The accuracy of (i) 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 and (ii) the mathematical computations supporting the conclusion that the Tax-Exempt Bonds are not “arbitrage bonds,” within the meaning of Section 148 of the Code, have been verified by Robert Thomas CPA, LLC. Such verification has been based upon information supplied by the Financial Advisor.

## UNDERWRITING

The Tax-Exempt Bonds are being purchased for reoffering by Siebert Williams Shank & Co., LLC, as representative of itself, Citigroup Global Markets, Inc., and Raymond James & Associates, Inc. (the “Tax-Exempt Underwriters”), at a purchase price of \$\_\_\_\_\_ (which reflects the par amount of the Tax-Exempt Bonds, less \$\_\_\_\_\_ underwriters’ discount and plus \$\_\_\_\_\_ net original issue premium). The Series 2021 C Bonds are being purchased for reoffering by Wells Fargo Securities, as representative of itself, Citigroup Global Markets, Inc., and Raymond James & Associates, Inc. (the “Series 2021 C Underwriters” and collectively with the Tax-Exempt Underwriters, the “Underwriters”), at a purchase price of \$\_\_\_\_\_ (which reflects the par amount of the Series 2021 C Bonds, less \$\_\_\_\_\_ underwriters’ discount).

The Underwriters intend to offer the Underwritten Series 2021 Bonds to the public at the offering prices set forth on the inside cover pages of this Official Statement. The Underwriters may allow concessions to certain dealers (including dealers in a selling group and the Underwriters and other dealers depositing Underwritten Series 2021 Bonds into investments trusts), which may reallocate concessions to other dealers. After the initial public offering, the public offering price may be varied from time to time by the Underwriters.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed and may in the future perform, various investment banking services for the County for which they received or will receive customary fees and expenses.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association, acting through its Municipal Finance Group (“WFBNA”), has entered into an agreement (the “WFA Distribution Agreement”) with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name “Wells Fargo Advisors”) (“WFA”), for the distribution of certain municipal securities offerings, including the Series 2021 C Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting compensation, as applicable, with respect to the Series 2021 C Bonds with WFA. WFBNA has also entered into an agreement (the “WFSLLC Distribution Agreement”) with its affiliate Wells Fargo Securities, LLC (“WFSLLC”), for the distribution of municipal securities offerings, including the Series 2021 C Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC’s expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

Citigroup Global Markets Inc., an Underwriter of the Underwritten Series 2021 Bonds, has entered into a retail distribution agreement with Fidelity Capital Markets, a division of National Financial Services LLC (together with its affiliates, “Fidelity”). Under this distribution agreement, Citigroup Global Markets Inc. may distribute municipal securities to retail investors at the original issue price through Fidelity. As part of this arrangement, Citigroup Global Markets Inc. will compensate Fidelity for its selling efforts with respect to the Underwritten Series 2021 Bonds.

### **CONTINUING DISCLOSURE UNDERTAKING**

The Authority has determined that no financial or operating data concerning the Authority is material to any decision to purchase, hold or sell the Underwritten Series 2021 Bonds, and the Authority will not provide any such information. The County has undertaken all responsibilities for continuing disclosure for the benefit of the Owners, and the Authority shall have no liability to the Owners or any other person with respect to such disclosures.

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 Underwritten Series 2021 Bonds, unless it has determined that the issuer of such securities 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 (“Event Notices”).

The County will covenant in the Continuing Disclosure Agreement (the form of which appears in Appendix E), to be dated the date of delivery of the Underwritten Series 2021 Bonds, for the benefit of the holders of the Underwritten Series 2021 Bonds, to provide Annual Reports to EMMA, annually, not later than March 31 of each year, commencing March 31, 2022. Similarly, the County will provide Event Notices with respect to the Underwritten Series 2021 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.

The Continuing Disclosure Agreement requires the County to provide only that information that is subject to the terms of the Continuing Disclosure Agreement and only at specific times. The County may, from time to time, provide certain information and data in addition to that required by the Continuing Disclosure Agreement. If the County chooses to provide such information and data, it has no obligation to update such information or data or to include it in a future disclosure.

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.

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.

Any failure by the County to perform its obligations under the Continuing Disclosure Agreement will not constitute an Event of Default under the Trust Agreement or the Underwritten Series 2021 Bonds; rather, the right to enforce the provisions of the Continuing Disclosure Agreement is limited to the right

to compel performance. The Underwriters' obligations to purchase the Underwritten Series 2021 Bonds shall be conditioned upon receipt, at or prior to the delivery of the Underwritten Series 2021 Bonds, of an executed copy of the Continuing Disclosure Agreement.

### **MISCELLANEOUS**

All information contained in this Official Statement is subject, in all respects, to the complete body of information contained in the original sources thereof, and no guarantee, warranty, or other representation is made concerning the accuracy or completeness of the information herein. In particular, no opinion or representation is rendered as to whether any projection will approximate actual results, and all opinions, estimates and assumptions, whether or not expressly identified as such, should not be considered statements of fact.

**PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL**

The distribution of this Preliminary Official Statement has been duly authorized by the Authority. The Board of Supervisors of the County deems this Preliminary Official Statement final as of its date within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, except for the omission of certain pricing and other information permitted to be omitted by Rule 15c2-12.

**FAIRFAX COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Chairman

**APPENDIX A****FAIRFAX COUNTY INFORMATION\*****TABLE OF CONTENTS**

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\* The inclusion of general information about Fairfax County and its financial position does not imply that Fairfax County is legally obligated to make payments on the 2021 Bonds except from the revenues and other sources of funds described in this Official Statement.

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## FAIRFAX COUNTY

### GENERAL DESCRIPTION

#### Overview

Fairfax County (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 (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.

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. 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. 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 2019 population is 1,163,965. 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 9,138 people per year during 2010-2019.

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### 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
2019	1,163,965

*Sources:* U.S. Bureau of the Census (1940-2000, and 2010 Decennial Censuses); FY 2011-2020 Fairfax County Comprehensive Annual Financial Reports

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.

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**Household Population Age Distribution  
Fairfax County**

<u>Age Group</u>	<b>2010</b>	
	<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 \$124,831 and median family income was \$144,687 in 2019. Approximately 37.2% of the County's households and 47.9% of families had annual incomes of \$150,000 or more. The following table shows the 2019 household and family income distribution in the County.

**2019 Household and Family Income Distribution (by Percentage)<sup>1</sup>**

<u>Income Level</u>	<u>Household</u>	<u>Family</u>
Under \$25,000	7.	5.0
\$25,000 – 49,999	9.	8.0
\$50,000 – 74,999	12.3	8.0
\$75,000 – 99,999	12.1	10.1
\$100,000 – 149,999	21.4	19.7
\$150,000 or more	37.2	47.9
Median Income	\$124,831	\$144,687

Source: U.S. Census Bureau, 2013-2019 American Community Survey 5-Year Estimates

<sup>1</sup> 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, Mr. 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. Mr. 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.

Christopher A. Leonard, Deputy County Executive, was appointed on January 2, 2021, by the Board of Supervisors. Mr. Leonard oversees the various departments that make up the provision of Health, Housing, and Human Services in Fairfax County. He has more than two decades of experience as a county employee, starting as a budget analyst in the Department of Management and Budget. Mr. Leonard spent the ten years prior to his current appointment serving as the Director of the Department of Neighborhood and Community Services. In that role, he led the considerable change management effort required for the consolidation of two existing county departments into one department, an effort that resulted in considerable savings. Mr. Leonard earned a bachelor's degree in sport management and a master's degree in public administration, both from West Virginia University.

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.

Christina C. Jackson was appointed Fairfax County's Chief Financial Officer (CFO) effective September 13, 2021. Prior to assuming the duties of CFO, Ms. Jackson served as Director of the Department of Management and Budget of the County (a role she maintains as CFO) since July 2019 and 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. As part of the 2020 legislative session, the Virginia General Assembly voted to provide localities the ability to collectively bargain with some public employees. The legislation was subsequently signed by the Governor with an amendment making this legislation effective May 1, 2021. The working group most recently met in February 2021 discussing a variety of relevant topics and anticipates meeting again in May 2021. Summary updates from this group are provided to the Board's Personnel Committee.

## **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, 2019, received the Certificate of Achievement for Excellence in Financial Reporting for the 42nd year from the Government Finance Officers Association (“GFOA”). Fairfax County has also earned GFOA’s Distinguished Budget Presentation Award for the past 36 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 92% 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 2022, the School Board operates 192 schools and 7 special education centers:

### Fairfax County Public Schools

<u>Type of School</u>	<u>Number of Public Schools</u>
Elementary School	142
Middle School	23
High School	22
Secondary Schools <sup>1</sup>	3
Alternative High Schools	2
Special Education Centers	<u>7</u>
Total	199

*Source:* Fairfax County Public Schools FY 2022 Proposed Budget

<sup>1</sup> Grades 7-12.

The number of students attending Fairfax County Public Schools increased overall between FY 2013 and FY 2020. Enrollment for FY 2020 was 188,355, an increase of 7,096 students over the FY 2013 enrollment. FY 2021 approved enrollment is 189,837 students, and FY 2022 proposed enrollment is 189,944 students.

### Fairfax County Public Schools Enrollment

<u>Fiscal Year</u>	<u>Number of Public School Students</u>	<u>% Change</u>
2013	181,259	-
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	188,355	0.44
2021	189,837	0.79
2022	189,944	0.06

*Source:* Fairfax County Public Schools FY 2022 Proposed Budget

The average per pupil expenditures based on FY 2021 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	\$19,581
Falls Church City	19,228
Alexandria City	18,147
Montgomery County (Md.)	16,759
Fairfax County	16,505
Loudoun County	15,214
Manassas City	13,705
Prince William County	12,641
Manassas Park	12,057

*Sources:* FY 2021 Washington Area Boards of Education Guide; FCPS FY 2022 Proposed Budget.

*Note:* Data not available for Prince George’s County as part of the FCPS FY 2022 Proposed Budget.

Of the Advanced Placement (AP) tests taken by FCPS students in 2019, 77% rated a score of 3 or above (on a grading scale of 1 to 5). In 2019, 37,234 AP tests were given, an increase of 4.0% from 2014. 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 6,164 in 2014 to 6,762 in 2019.

For the 2019-2020 school year, FCPS’ average SAT score was 1211, compared with the Virginia average of 1116 and the national average of 1051.

#### 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 156.7 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. In July 2019, the County sold 0.5 mgd of its allocation at the Upper Occoquan Sewage Authority to the City of Manassas.

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). During FY 2020, the E/RRF processed 671,008 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. In July 2014, 11.5 miles of the Silver Line extension were completed and began operation. It is anticipated that during FY 2022, an additional 11.6 miles will be added to the system with completion of Phase II of the Silver Line, with new tracks connecting downtown Washington, D.C., to Washington Dulles International Airport and the final terminus in Loudoun County.

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 WMATA 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 WMATA. Also, a price floor on the regional gas tax was established to provide further dedicated funds to WMATA.

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 2013-FY 2022 are shown in the following table:

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**Fairfax County WMATA Operating Subsidies**  
(Millions of Dollars)

Fiscal Year	Bus Operations <sup>1,2</sup>	Rail Operations <sup>1</sup>	ADA Para- transit <sup>1</sup>	Less State Aid <sup>3</sup>	Less Gas Tax Receipts <sup>4</sup>	Adjustments and Interest Applied	Net General Fund
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	70.136	20.803	95.546	18.287	1.292	41.087
2021	59.549	74.167	20.157	73.907	18.000	0.300	61.666
2022	65.490	88.500	23.010	118.942	18.000	5.000	35.058

*Sources:* Fairfax County Department of Transportation and Department of Management and Budget

<sup>1</sup>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 2013-2020 are actual amounts, and FY 2021 and FY 2022 are estimates.

<sup>2</sup>Includes other service enhancements.

<sup>3</sup>Virginia law permits the use of State aid for transportation to fund transit program operating costs in addition to transit program capital costs.

<sup>4</sup>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 MWA 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 Silver Line 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, with a reduction to 6.8 million passengers in FY 2020 due to the impact of the COVID-19 pandemic. FY 2021 ridership is projected to be approximately 7.1 million. Fairfax Connector System expenditures totaled approximately \$99.3 million in FY 2020, and are projected to be \$116.5 million in FY 2021, and \$131.6 million in FY 2022, 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 2022 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 2020, the Fairfax County Public Library system (the “Library System”) made more than 8.9 million loans and recorded more than 3.1 million visits to its 23 branches, and reported more than 2.3 million user visits to its web site, reduced as a result of the COVID-19 pandemic from the prior fiscal year’s 10.9 million loans, 4.5 million visits and 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 23,607-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, 43 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 2020, FCPA welcomed almost 19.5 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 2020, the FCRHA owns or operates 85 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 2020, more than 19,000 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 2020, the average income of households served in these programs plus the local Bridging Affordability tenant subsidy program was approximately \$25,164, or 22% of Area Median Income for a family of three (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 its 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 1,704 WDUs (1,679 rental and 25 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's policy recommendations. The Board approved the Comprehensive Plan Amendment on February 23, 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, 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**

[NTD-entire section to be updated] 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.

In April 2020, the County received \$200.2 million in federal funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act Coronavirus Relief Fund (“CRF”). These funds were appropriated as part of the FY 2020 Third Quarter Review. COVID-19 rapidly escalated, with school closures and event cancellations, and residents were asked to stay home to combat the spread of the virus. County agencies were requested to defer all non-critical expenditures for the remainder of FY 2020, and all revenue categories were closely monitored. In addition to CRF funds, as part of the FY 2020 Third Quarter Review, the County identified savings – totaling \$11.3 million – that 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 Virginia Governor’s Phase 3, Forward Virginia, which began on July 1, 2020, businesses across the County are open with reduced staff and capacity and continue 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 are open on a limited basis. Face coverings are required in Fairfax County and all public buildings. County residents are encouraged to use 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 in spring 2020, and in July 2020 the Board of Supervisors returned to in-person meetings with socially distant spacing. On November 17, 2020, the Board of Supervisors returned to virtual meetings.

In September 2020, the Board of Supervisors approved the FY 2020 Carryover Review process, 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 actual business, professional, and occupational license (“BPOL”) tax collections were \$173.8 million or 4 percent above the FY 2019 actual of \$167.2 million. The FY 2020 actual sales tax collections were \$191.1 million or 2.2 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 \$275.78 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 of \$34.39 million, totaled \$226.69 million. Of this ending balance, \$81.89 million was from the General Fund, and \$144.80 million was from the County’s CARES fund, described in more detail later in this section.

In December 2020, the Governor announced additional COVID-19 restrictions. These included a modified stay at home order with curfews from midnight to 5 a.m. unless work travel is required. A universal mask requirement was mandated for all Virginians age five and over in indoor settings shared with others and when outdoors within six feet of other persons. Also, limits to social gatherings were reduced from twenty-five to ten individuals whether indoors or outdoors, but exclude religious services, employment and educational settings. On March 1, 2021, the Governor announced an easing of restrictions citing a decrease in the number of COVID-19 case numbers. Alcohol sales are to end at midnight, compared to the previous 10 p.m. deadline. The modified stay at home order from midnight to 5 a.m. was lifted. Starting April 1, 2021, the cap on social gatherings was raised to fifty people indoors and one hundred people outdoors, including weddings. Indoor entertainment venues can accommodate up to a thirty percent capacity or five hundred people, and outdoor venues can accommodate up to thirty percent capacity with no numerical cap. Attendance at recreational sports, both indoors and outdoors, is capped at thirty percent of capacity. Bar service can also resume provided groups maintain six feet of distance between them.

Effective May 15, 2021, the Governor announced additional changes to take effect. For social gatherings, the cap on indoor social gatherings was increased from 50 to 100 people, and the cap on outdoor social gatherings increased from 100 to 250 people. Indoor and outdoor entertainment can increase from 30% capacity to 50% capacity; and spectators at indoor and outdoor recreational sporting events can increase from 30% capacity to 50% capacity. Lastly, restaurants can return to selling alcohol after midnight, and dining rooms closures are no longer required between midnight and 5 a.m.

Fairfax County Public Schools (“FCPS”) provided primarily virtual learning through January 2021. FCPS successfully completed a month-long hybrid return of students and staff to FCPS buildings between February 16, 2021, and March 16, 2021. FCPS also participated in the winter sports season and several high schools have begun or are phasing in student activities for the remainder of the school year. FCPS has announced its intention for the return of five days a week of in-person learning in Fall 2021.

As of March 2021, the County has received, or is anticipated to receive \$473.7 million of stimulus funds to support the County's response to the COVID-19 pandemic, which includes \$200.2 million from the CARES Fund, \$8.2 million anticipated as a result of approved Federal Emergency Management Agency (FEMA) reimbursements, and \$265.3 million in grants and other awards outlined as follows.

Per the federal Consolidated Appropriations Act of 2021 enacted on December 27, 2020, the deadline for the use of CRF was extended from December 30, 2020, to December 31, 2021. As of December 21, 2020, \$191.92 million of the County's \$200.2 million has been encumbered or expended 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.

The County has submitted and has been approved for reimbursements totaling \$8.2 million through FEMA. County expenses incurred were for personal protective equipment, disinfectant, and cleaning supplies.

The County has also been awarded \$265.3 million in grants and other awards, for the County and for the Fairfax County Public Schools, to support pandemic response efforts. Notable funding allocations were provided to the following areas. The Fairfax County Public Schools received \$105.7 million in Elementary and Secondary School Emergency Relief (ESSER) Funds from the United States Department of Education and \$32.2 million from the Governor's allocation of federal CARES money to assist public schools in Virginia. The County also received notification from WMATA of \$26 million in funding from the Federal Transit Administration (FTA) through the CARES act to support the County's Connector bus transit system. The Virginia Department of Health has provided the County approximately \$36 million to support the County's contact tracing program, COVID-19 testing, support for Community Health Workers, and the hiring of additional County epidemiologists. The County also received notification that it has been awarded \$34.5 million in Emergency Rental Assistance to aid households unable to pay rent and utilities due to COVID-19. The \$30.9 million balance of funding covers a number of County areas including support for low-income housing, utility payment relief, public safety personnel, and workforce development.

County staff continue to provide monthly CARES funding reports to the Board of Supervisors.

County staff added a new Mid-Year FY 2021 Budget Review to the budget calendar. This provided for Board of Supervisors Budget Committee review as part of meetings held on November 24, 2020, and January 12, 2021. Staff recommended revenues be reduced by \$15 million (0.3 percent), due mainly to lower School-Age Child Care revenues, reduced transient occupancy hotel revenue, and decreases to various fines, fees, and charges across the County. This is partially offset by higher than projected sales tax and recordation tax revenues. The County used a portion, \$9 million, of its General Fund Pandemic Reserve coupled with net expenditure adjustments and one-time balances of \$6 million to offset the revenue loss. The Board approved these changes on January 26, 2021.

On March 23, 2021, County staff provided further financial updates to the Board of as part of the FY 2021 Third Quarter Review. Revenue estimates were based on revenue collections through February 2021 and were recommended to be reduced by \$5.7 million (0.1 percent) from the FY 2021 Mid-Year Estimate for the following categories. Revenues were decreased in the Charges for Services category (\$23.7 million) due mainly to the loss of School-Age Child Care funding from ongoing virtual learning by

the Fairfax County Public Schools, Fines and Forfeitures reflect lower court fines and violations (\$2.6 million), loss of Intergovernmental money for mandated services (\$1.8 million), and lower recovered costs and contract rebates (\$1.1 million). Partial offsets to these revenue reductions include recommended increases to the following categories. Personal Property Tax (\$11.2 million) reflects an increased levy and year to date collections, Sales Tax (\$2.1 million) notes higher year to date collections, Recordation Tax (\$5.9 million) adjustment due to the high-volume real estate sales and refinancings, Real Estate Tax collections (\$3.7 million), and net adjustments (\$0.6 million).

To offset this projected revenue loss, the County will again use a portion of its COVID-19 General Fund Pandemic Reserve (\$7.3 million) coupled with Countywide departmental personnel and operational savings (\$23.4 million), and net expenditure adjustments (\$8 million) that notably include IT project funding, and a reimbursement to FCRHA.

The net available balance after these adjustments is \$13.8 million. Further, an additional \$9.5 million was identified as additional BPOL revenue from updated receipts as outlined by County staff, for a total available balance of \$23.3 million. On April 27, 2021, the County approved its FY 2021 Third Quarter Review with the available balanced directed as follows. The County transferred \$9.1 million to its General Fund Pandemic Reserve. Also, the Board approved expenditure adjustments totaling \$14.2 million, due primarily to include a one-time bonus of \$1,000 and \$500 for merit and non-merit employees, respectively.

Additionally, the County is projected to receive \$222.6 million in additional direct federal assistance through the American Rescue Plan (“ARP”), which was signed into law on March 11, 2021. A first tranche of approximately \$111 million is expected to be received during FY 2021, with the second payment no earlier than 12 months following the first payment. Staff are awaiting confirmation of the funding total from the U.S. Department of Treasury. Allowable uses of ARP funds include the response efforts and revenue losses incurred as a result of COVID-19. The deadline to spend these funds is December 31, 2024, and they cannot be used to offset revenue losses resulting from tax rate reductions or to make pension plan payments. Board approval and acceptance of the funds will be included as part of a future Board meeting.

The financial and operating data contained in this Official Statement and in particular in this Appendix A and in Appendix B are as of the dates and for the periods indicated, a portion of 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). Effective April 1, 2021, FW's basic retail water charge increased to \$3.33 per 1,000 gallons. 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), increasing to \$3.90 per 1,000 gallons (effective April 1, 2021) 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 2021-2030 includes projects totaling \$853,462,000.

FW and the Town of Vienna serve as billing agents for the System. Sewer service charges are billed and collected in quarterly combined water and sewer billing through these two billing agents.

## **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 119.0 million square feet as of year-end 2020. At that time, construction activity totaled approximately 2.9 million square feet. The direct vacancy rate for the office market was 14.6 percent as of year-end 2020. Including sublet space, the office vacancy rate was 15.5 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 4.2 percent of the total jobs in the County. Federal were relatively stable in 2019 and declined slightly through the middle of 2020. Overall employment rose 1.6 percent in 2019 after increasing 1.8 percent in 2018 and 1.1 percent in 2017. Due to the COVID-19 pandemic, the trend reversed in 2020. During the first half of 2020, total employment in the County was 592,440, a decrease of 4.1 percent compared to the same period of 2019. However, employment in the professional and business services sector continued to increase slightly by 0.4 percent during this time. Federal procurement spending in the County increased 5.5 percent to \$28.0 million in FY 2019, after increasing 9.7 percent in FY 2018. County General Fund revenue rose 7.0 percent in FY 2020. Excluding one-time federal stimulus funds from the CARES Act, County General Fund Revenue increased 2.4 percent in FY 2020. Real estate tax receipts rose by 3.6 percent while current personal property tax receipts rose 3.1 percent. Current business professional and occupational license (“BPOL”) tax 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 3.9 percent. Sales tax receipts rose 2.1 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, 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 2022 Adopted Budget Plan.

### **Employment**

As of the third quarter of 2020, there were more than 37,000 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 584,000. 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 third quarter of 2020.

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**Businesses and Employment by Industry  
Fairfax County, Virginia<sup>1</sup>**

<u>Industrial Classification</u>	<u>Number of Establishments</u>	<u>Average Payroll Employment for Quarter</u>
Agriculture, Forestry, Fishing and Hunting	15	85
Mining, quarrying, and oil and gas extraction	9	70
Utilities	23	1,318
Construction	2,321	23,942
Manufacturing	438	5,028
Wholesale Trade	1,054	13,590
Retail Trade	2,577	46,673
Transportation and Warehousing	384	12,888
Information	901	21,076
Finance and Insurance	1,663	28,267
Real Estate and Rental and Leasing	1,668	9,033
Professional and Technical Services <sup>2</sup>	10,144	162,057
Management of Companies and Enterprises	354	21,357
Administrative and Waste Services	1,943	41,347
Educational Services	707	9,798
Health Care and Social Assistance	4,135	56,449
Arts, Entertainment, and Recreation	405	6,883
Accommodation and Food Services	2,219	32,735
Other Services except Public Administration	5,102	17,156
Unclassified	905	1,697
Federal Government, all industries	137	24,658
State Government, all industries	37	9,167
Local Government, all industries	<u>87</u>	<u>38,954</u>
Total	37,228	584,227

*Source:* Virginia Employment Commission, Quarterly Census of Employment and Wages, Fairfax County, third quarter of 2020

<sup>1</sup> Excludes self-employed business owners.

<sup>2</sup> 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 50 largest private, base sector (non-retail) employers as of September 2020. 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>
Amazon	Professional, Scientific and Technical Services
Booz Allen Hamilton*	Professional, Scientific and Technical Services
Capital One*	Financial Services
Freddie Mac*	Financial Services
General Dynamics*	Professional, Scientific and Technical Services
Inova Health System*	Health Care
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
AECOM	Professional, Scientific and Technical Services
AT&T	Information
BAE Systems	Professional, Scientific and Technical Services
Bechtel	Professional, Scientific and Technical Services
Boeing Company	Professional, Scientific and Technical Services
CACI	Professional, Scientific and Technical Services
Catholic Diocese	Other Services
CGI	Professional, Scientific and Technical Services
Constellis*	Professional, Scientific and Technical Services
Cvent*	Professional, Scientific and Technical Services
Deloitte	Professional, Scientific and Technical Services
Ernst & Young	Financial Services
Greenspring Village	Health Care
HCA Virginia	Health Care
Hilton*	Accommodation and Food Services
IBM	Professional, Scientific and Technical Services
Insperty	Administrative Support
Jacobs	Professional, Scientific and Technical Services
Kaiser Foundation	Health Care
KPMG	Professional, Scientific and Technical Services
Leidos*	Professional, Scientific and Technical Services
Logistics Management Institute	Professional, Scientific and Technical Services
ManTech International*	Professional, Scientific and Technical Services
The MITRE Corporation*	Professional, Scientific and Technical Services
Navy Federal Credit Union*	Financial Services
Northrop Grumman*	Professional, Scientific and Technical Services
Oracle	Professional, Scientific and Technical Services
Perspecta*	Professional, Scientific and Technical Services
PriceWaterhouseCoopers	Financial Services
Quest Diagnostics	Health Care
Securitas	Administrative Support
Sunrise Senior Living*	Health Care
T-Mobile	Telecommunications
United Parcel Service	Transportation

**500-999 Employees**

<u>Company Name</u>	<u>Type of Business</u>
Allied Universal	Administrative Support
Carahsoft*	Professional, Scientific and Technical Services
Chenega	Professional, Scientific and Technical Services
ICF International	Professional, Scientific and Technical Services
Microsoft	Professional, Scientific and Technical Services
MicroStrategy*	Professional, Scientific and Technical Services
Raytheon	Professional, Scientific and Technical Services
Washington Gas and Light	Utilities

Source: Fairfax County Economic Development Authority, List of 50 Largest Employers September 2020. 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 fourth quarter of 2020 is shown below:

### New or Expanded Commercial Projects

<u>Name of Company</u>	<u>Type of Business</u>	<u>Projected New/Additional Employment</u>
Volkswagen Group of America (Germany)	Automotive	798
Ntiva	Information technology	97
Chenega Analytic Business Solutions	Information technology	72
Splunk	Software	70
BBB National Programs	Non-profit	60
FireEye	Software	45
Horizon Industries	Information technology	30
Ridgeline International	Information technology	20
Counterpoint Consulting	Software	16
Aireon	Aerospace/defense	14

*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 5.7%. The average Virginia and U.S. unemployment rates during the same period were 6.1% and 8.3%, 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>
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 <sup>1</sup>	5.7	6.1	8.3

*Sources:* U.S. Bureau of Labor Statistics; data are not seasonally adjusted. Virginia Employment Commission

<sup>1</sup> The calendar year 2020 data represents the average unemployment rate from January 1, 2020, to November 30, 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, 7.5% in July 2020, 6.0% in August 2020, 5.7% in September 2020, 4.9% in October 2020 and 4.4% in November 2020.

According to the Bureau of Labor Statistics, the average total number of jobs in the County was 576,733 in the second quarter of 2020. Self-employed persons are not included in these counts. The following table presents total covered employment in recent years:

**Covered Employment<sup>1</sup>**

<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	630,536	1.73
2020	576,733	(8.53)

Source: U.S. Department of Labor, Bureau of Labor Statistics, Quarterly Census of Employment Wages

<sup>1</sup> 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:

<u>Fiscal Year</u>	<u>Building Permits</u>				<u>Estimated Housing Units Started</u>
	<u>Residential Properties</u>		<u>Industrial and Commercial Properties</u>		
	<u>Number<sup>1</sup></u>	<u>Estimated Value (000s)</u>	<u>Number<sup>1</sup></u>	<u>Estimated Value (000s)</u>	
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
2020	9,005	959,102	6,711	820,010	3,657

Sources: Building permits provided by Fairfax County Land Development Services, and estimated housing units started provided by the Weldon Cooper Center for Public Service, University of Virginia.

<sup>1</sup> Includes new and alteration/repair permits issued. Does not include trade permits issued.

**Housing**

As reported in January 2021, single-family detached housing units represented 46.3% of the total housing units within Fairfax County in 2020. Single-family attached housing accounted for 24.0%, and multi-family housing made up the remaining 29.7% in 2020. The median market value of all owned housing units, including condominiums, in Fairfax County in 2020 was estimated by the Department of Management and Budget to be \$553,970.

### Housing Units by Type of Structure

	<u>1990</u>		<u>2000</u>		<u>2010</u>		<u>2020</u>	
	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>
Single-Family:								
Detached <sup>1</sup>	163,029	53.9	181,591	50.6	191,873	48.4	196,238	46.3
Attached <sup>2</sup>	67,306	22.3	87,171	24.3	98,972	25.0	101,893	24.0
Multi-Family <sup>3</sup>	<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>125,956</u>	<u>29.7</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>424,087</u>	<u>100.0</u>

Sources: U.S. Bureau of the Census, U.S. Census of Housing (1990-2000) and 2010 and 2020 data from Fairfax County Department of Management and Budget

<sup>1</sup> Single-Family detached includes all single-family homes and mobile homes.

<sup>2</sup> Single-Family attached includes duplexes, townhouses, and multiplex units.

<sup>3</sup> 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 December 2019, with December 2020, is listed below:

### Average Sale Price Housing Units

<u>Type of Structure</u>	<u>December 2020</u>	<u>December 2019</u>	<u>% change</u>
All Homes	\$657,217	\$633,188	3.8%
Detached Homes	879,423	829,001	6.1
Attached Homes	445,934	431,896	3.3

Source: Fairfax County Department of Management and Budget Economic Indicators –December 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; Gunston Hall, home of George Mason, author of the U.S. Bill of Rights and the first Constitution of Virginia; and the National Museum of the United States Army at Fort Belvoir. 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, 2020, the County had outstanding the following amounts of general obligation bonds:

<u>Purpose</u>	<u>Total General Obligation Bonds</u>
School	\$1,435,772,700
General Government	<u>823,272,300</u>
Total General Obligation Bonded Indebtedness <sup>1</sup>	<u>\$2,259,045,000</u>

*Source:* Fairfax County Comprehensive Annual Financial Report FY 2020

<sup>1</sup> See “Debt Administration – Debt Service on Tax Supported Debt Obligations” herein for outstanding debt service as of October \_\_, 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 October \_\_, 2021:

<u>Authorized Purpose</u>	<u>Principal Amount Authorized but Unissued as of October __, 2021</u>
School Improvements	\$511,850,000
Public Safety Facilities	327,510,000
Transportation Improvements and Facilities	198,240,000
Parks and Park Facilities	170,570,000
Human Services Facilities	152,600,000
Library Facilities	<u>98,000,000</u>
Total	<u>\$1,458,770,000</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), Series 2012A to refund a portion of the bonds issued in 2003. [Please see the front part of this Official Statement for a description of the proposed refunding of such Series 2012A Bonds.]

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 2013 Notes. The County is obligated by a contract with FCRHA to make payments equal to the debt service on the Crescent Apartments Loan Agreement. 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 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 Fairfax County Facilities Revenue Bonds, Series 2012A (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. [Please see the front part of this Official Statement for a description of the proposed refunding of such Series 2012A 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 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. 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. [Please see the front part of this Official Statement for a description of the proposed refunding of such Series 2014A County Facilities Projects Bonds.]

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. [Please see the front part of this Official Statement for a description of the proposed refunding of such Series 2014B County Facilities Projects Bonds.]

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. [Please see the front part of this Official Statement for a description of the proposed refunding of such Series 2017B County Facilities Projects Bonds.]

### **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 \$6.3 million in FY 2020. 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 April 1, 2020, the County defeased a portion of the Series 2016 Bonds in a principal amount of \$17,495,000. In April 2020, the Series 2011 and 2012 Bonds were fully redeemed.

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 October \_\_, 2021[NTD-update table]:

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<b>Fiscal Year Ending June 30</b>	<b>General Obligation Bonds</b>		<b>Other Tax Supported Debt Obligations<sup>1</sup></b>		<b>Total<sup>3</sup></b>
	<b>Principal</b>	<b>Interest<sup>2</sup></b>	<b>Principal</b>	<b>Interest</b>	
2021	-	-	\$4,397,500	\$478,393	\$4,875,893
2022	\$213,570,000	\$90,345,124	26,310,000	17,889,666	348,114,790
2023	206,455,000	79,940,990	25,580,000	16,708,900	328,684,891
2024	194,795,000	70,728,677	21,410,000	15,612,973	302,546,650
2025	191,600,000	61,608,249	22,050,000	14,596,088	289,854,337
2026	181,240,000	53,778,279	22,362,500	13,552,090	270,932,869
2027	173,340,000	46,592,462	22,720,000	12,480,806	255,133,268
2028	160,990,000	39,932,665	23,445,000	11,381,559	235,749,224
2029	148,440,000	33,907,853	24,210,000	10,244,430	216,802,282
2030	137,345,000	28,409,875	24,940,000	9,066,671	199,761,545
2031	122,820,000	23,695,985	25,775,000	7,862,189	180,153,173
2032	113,850,000	19,591,219	26,630,000	6,615,077	166,686,296
2033	103,070,000	15,895,077	25,750,000	5,324,847	150,039,924
2034	91,945,000	12,780,350	25,645,000	4,058,524	134,428,874
2035	77,950,000	10,068,697	23,815,000	2,843,365	114,677,062
2036	66,090,000	7,567,609	7,720,000	2,069,476	83,447,085
2037	56,640,000	5,256,500	8,100,000	1,688,720	71,685,220
2038	45,225,000	3,260,300	8,705,000	1,361,539	58,551,839
2039	34,245,000	1,712,000	7,785,000	976,125	44,718,125
2040-2050	<u>36,295,000</u>	<u>779,525</u>	<u>15,395,000</u>	<u>1,089,775</u>	<u>53,559,300</u>
<b>Total<sup>3</sup></b>	<b><u>\$2,355,905,000</u></b>	<b><u>\$605,851,436</u></b>	<b><u>\$392,745,000</u></b>	<b><u>\$155,901,213</u></b>	<b><u>\$3,510,402,649</u></b>

Source: Fairfax County Department of Management and Budget

<sup>1</sup> Includes debt service on Bonds as of October 1, 2021. [Includes debt service on Refunding Candidates, as described in the front portion of this Official Statement. Excludes debt service on the Series 2021 Bonds.]

<sup>2</sup> 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).

<sup>3</sup> 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 12, 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. On June 9, 2021, the County anticipates issuing its Sewer Revenue Bonds, Series 2021A, and its Sewer Revenue Refunding Bonds, Series 2021B. Please see the front part of this Official Statement for further information.

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 (the "ARE Service Agreement") 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. In 2002, the County obtained a loan from the Virginia Water Facilities Revolving Fund (the "Fund") administered by the Virginia Resources Authority in the amount of \$50 million to pay its 60% share of the capital costs associated with certain improvements being made by ARE to its wastewater treatment plant in Alexandria, Virginia. The County issued to the Fund a "local bond" as a Subordinate Obligation, payable from money in the Subordinate Obligations Subfund under the Bond Resolution, in evidence of its obligation to repay the 20-year loan. The local bond will be fully repaid in February 2022. 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.

The ARE Service Agreement requires the County to pay its share of capital and operating costs of Joint Use Facilities. On October 6, 2020, the City of Alexandria, Virginia Sanitation Authority and the County signed a memorandum of understanding (the "MOU") regarding Cost Share for the RiverRenew project. RiverRenew, which includes multiple projects consisting of a new tunnel system and upgrades to Alexandria's wastewater treatment facility, is the largest infrastructure initiative in the history of Alexandria. The MOU memorializes the agreement of the parties with respect to the cost allocation methodology for construction and operating of joint use facilities elements of the RiverRenew project, as well as the County's capacity rights in the new facilities. The County's current estimate of its obligations under the RiverRenew project is approximately \$58 million.

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,

2020, the County's share of UOSA's outstanding debt was \$230.6 million, and the County estimates that it will be approximately \$250 million as of June 30, 2021.

The debt service on the County's outstanding sewer revenue bonds, its subordinated sewer revenue bond payable to the Virginia Water Facilities Revolving Fund evidencing a loan 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, is reflected in the following table:

<b>Fiscal Year</b> <b>Ending June 30</b>	<b><u>Sewer Revenue Bonds</u></b>		<b><u>Other Sewer Debt Service Obligations<sup>1</sup></u></b>		<b><u>Total<sup>4</sup></u></b>
	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>SRF/VRA<sup>2</sup></u></b>	<b><u>UOSA<sup>3</sup></u></b>	
2021	\$11,235,000	\$13,899,131	\$5,974,892	\$19,804,411	\$50,913,434
2022	11,745,000	17,881,581	3,276,611	20,228,826	53,132,018
2023	12,320,000	21,163,256	-	20,623,993	54,107,249
2024	16,100,000	20,460,481	-	20,624,489	57,184,970
2025	16,935,000	19,634,606	-	20,626,831	57,196,437
2026	17,765,000	18,819,156	-	21,102,567	57,686,723
2027	18,595,000	18,016,106	-	21,231,544	57,842,650
2028	19,405,000	17,202,281	-	21,224,909	57,832,190
2029	20,195,000	16,421,081	-	21,229,690	57,845,771
2030	15,070,000	15,665,981	-	9,062,358	39,798,339
2031	15,845,000	14,893,106	-	9,069,023	39,807,129
2032	16,655,000	14,080,606	-	8,968,182	39,703,788
2033	17,465,000	13,277,681	-	8,908,444	39,651,125
2034	18,215,000	12,526,581	-	8,730,535	39,472,116
2035	18,965,000	11,775,128	-	8,651,150	39,391,278
2036	19,755,000	10,984,538	-	8,649,448	39,388,986
2037	20,045,000	10,170,775	-	8,650,649	38,866,424
2038	20,870,000	9,345,450	-	6,800,090	37,015,540
2039	21,735,000	8,478,375	-	8,718,146	38,931,521
2040-2052	<u>183,255,000</u>	<u>46,998,225</u>	<u>-</u>	<u>24,157,074</u>	<u>254,410,299</u>
Total <sup>4</sup>	<u>\$512,170,000</u>	<u>\$331,694,128</u>	<u>\$9,251,503</u>	<u>\$297,062,359</u>	<u>\$1,150,177,990</u>

Source: Fairfax County Department of Public Works and Environmental Services

<sup>1</sup>Excludes debt service on the Subordinate Sewer Revenue Bond, Series 2021A, to be issued to EDA upon the issuance of the Series 2021A Bonds to reflect the financing costs of the portion of the 2021 Public Works Project to be used by the System. See "APPENDIX C – SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – The Installment Purchase Contract – Payments." [NTD-final official statement will need a separate column breaking out debt service on 2021A subordinate bond.].

<sup>2</sup>Debt service on the County's subordinated sewer revenue bond issued to the Virginia Water Facilities Revolving Fund evidencing the County's obligation to repay loans made to the County by Virginia Resources Authority, as administrator of the Fund.

<sup>3</sup>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.

<sup>4</sup>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)**

<b><u>Fiscal Year Ended June 30</u></b>	<b><u>Bonded Indebtedness<sup>1</sup></u></b>	<b><u>Estimated Market Value<sup>2</sup></u></b>	<b><u>Percentage</u></b>
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	2,768,513	274,815,955	1.01
2021 <sup>3</sup>	3,002,395	280,879,545	1.07
2022 <sup>3</sup>	3,249,980	288,177,804	1.07

*Sources:* Fairfax County Comprehensive Annual Financial Report FY 2013-2020 and Department of Finance

<sup>1</sup> 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."

<sup>2</sup> 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.

<sup>3</sup> Estimate from the FY 2022 Advertised Budget Plan per the Fairfax County Department of Management and Budget.

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### Estimated Debt Per Capita

<b>Fiscal Year Ended June 30</b>	<b>Bonded Indebtedness (in 000s)<sup>1</sup></b>	<b>Estimated Population (in 000s)<sup>2</sup></b>	<b>Bonded Indebtedness Per Capita</b>	<b>Fairfax County Per Capita Income<sup>3</sup></b>	<b>Estimated Debt Per Capita as Percentage of Per Capita Income</b>
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	1,167	2,348	82,441	2.85
2020	2,768,513	1,167	2,372	82,441	2.88
2021 <sup>4</sup>	3,002,395	1,167	2,573	82,441	3.12
2022 <sup>4</sup>	3,249,980	1,167	2,785	82,441	3.38

Source: Fairfax County Comprehensive Annual Financial Report FY 2020 and Department of Finance

<sup>1</sup>Bonded Indebtedness 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, 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."

<sup>2</sup>U.S. Census Bureau, 2010 Decennial Censuses, U. S. Census Bureau Annual Estimates of the Resident Population: April 1, 2013, to July 1, 2019. 2020 and 2021, estimates are not yet available.

<sup>3</sup>Source: Bureau of Economic Analysis (BEA), U.S. Department of Commerce, and Fairfax County Department of Management and Budget 2013-2021 Estimates. The Cities of Fairfax and Falls Church were not included.

<sup>4</sup>Estimate from the FY 2022 Advertised Budget Plan per the Fairfax County Department of Management and Budget.

### Debt Service Requirements as a Percentage of General Fund Disbursements (in 000s)

<b>Fiscal Year Ended June 30</b>	<b>Debt Service Requirements<sup>1</sup></b>	<b>General Fund Disbursements</b>	<b>Percentage</b>
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	332,257	4,449,865	7.47
2021 <sup>2</sup>	353,191	4,708,955	7.82
2022 <sup>2</sup>	353,113	4,448,427	7.87

Sources: Fairfax County Comprehensive Annual Financial Report FY 2020 and Department of Finance

<sup>1</sup>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."

<sup>2</sup>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 2021 and 2022 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, 2020:

Town of Vienna <sup>1</sup>	General Obligation Bonds	\$56,354,000
Town of Herndon <sup>1</sup>	General Obligation and Public Improvement Notes	<u>19,569,500</u>
Total Underlying Bonded Indebtedness		<u>\$75,923,500</u>

*Source:* Fairfax County Comprehensive Annual Financial Report FY 2020

<sup>1</sup> Underlying Bonded Indebtedness for Fiscal Year 2020 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 2019 (FY 2020) was 3.14%, and the assessment to sales price ratio was 0.953. 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 2022 of the real estate tax base, as reported for calendar year 2021 assessments in the main tax book for Fairfax County, increased by 2.88% 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 Property<sup>1</sup>

<u>Fiscal Year</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Total</u>
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	253,272,215,743	18,535,851,732	271,808,067,475
2021 <sup>2</sup>	262,599,745,710	18,279,799,481	280,879,545,191
2022 <sup>2</sup>	269,575,011,490	18,602,792,579	288,177,804,069

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.

<sup>1</sup> Figures are net of exonerated assessments and tax relief for the elderly and disabled.

<sup>2</sup> Estimate from the FY 2022 Advertised Budget Plan per Fairfax County Department of Management and Budget. Fiscal year property taxes are levied on prior year assessments.

### Tax Rates per \$100 Assessed Value (Fiscal Year)

Tax Category	<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>	<u>2022</u>
Real Estate – Regular and Public Service	\$1.075	\$1.085	\$1.09	\$1.09	\$1.13	\$1.13	\$1.15	\$1.15	\$1.15	\$1.14
Personal Property – Regular	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	1.57
Personal Property – Public Service	1.075	1.085	1.09	1.09	1.13	1.13	1.15	1.15	1.15	1.14
Personal Property – Machinery and Tools	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	1.57
Personal Property – Development	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	1.57
Personal Property – Mobile Homes	1.075	1.085	1.09	1.09	1.13	1.13	1.15	1.15	1.15	1.14
Personal Property – Special <sup>1</sup>	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 2013-FY 2021; FY 2022 Advertised Budget Plan

<sup>1</sup> 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 Property<sup>1</sup>**

<u>Fiscal Year<sup>2</sup></u>	<u>Percent (%)<sup>3</sup></u>
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
2022	18.17

*Source:* Fairfax County Department of Tax Administration

<sup>1</sup> Assessed values are reported by State of Virginia Land Use Codes. Vacant land is defined according to zoning classification.

<sup>2</sup> Fiscal year property taxes are levied on prior year assessments.

<sup>3</sup> 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, 2021.

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**Top 25  
Holders of Real Property in Fairfax County  
As of January 1, 2021**

Rank	Property Owner	Property Type	Total Assessment <sup>1</sup>
1	Tysons Corner Property Holdings LLC	Tysons Corner Regional Shopping Mall	\$1,643,208,210
2	Capital One Bank	Office	905,341,310
3	Inova Health Care Services	Health Care	525,459,990
4	Reston Town Center Property LLC	Commercial & Retail	424,800,900
5	Washington Gas Light Company	Public Utility	421,158,679
6	Ps Business Parks LP	Industrial Parks	414,630,420
7	Camden Summit Partnership LP	Apartments	394,330,920
8	Federal Home Loan Mortgage Corporation	Office	387,191,890
9	PR Springfield Town Center LLC	Springfield Town Center	375,926,030
10	Coresite Real Estate 12100	Office	375,293,440
11	Mitre Corporation	Office	343,944,050
12	Reston Corporate Center LP	Office	325,246,920
13	Tysons Galleria LLC	Commercial & Retail	325,087,840
14	Fairfax Company of Virginia LLC	Fair Oaks Mall	324,049,970
15	South of Market LLC	Office	296,962,160
16	Tysons Corner Office I LLC	Office	265,227,480
17	Tamares 7950 Owner LLC	Office	264,321,040
18	Reston VA II FGF LLC	Office	256,351,130
19	Home Properties Mount Vernon LLC	Apartments and Office	256,299,240
20	Writ LP	Commercial & Industrial	220,918,410
21	WashReit Riverside Apartments LLC	Apartments	220,147,050
22	Home Properties Orleans Village LLC	Apartments	213,425,280
23	PP Avnir Investors LLC	Office	212,701,350
24	Boro I Office The LLC	Office	212,372,130
25	JBG/Reston Executive Center LLC	Office, Apartments & Retail	208,355,400
<b>Total</b>			<b>\$9,812,751,239</b>

Source: Fairfax County Department of Tax Administration, January 1, 2021, tax rolls

<sup>1</sup>As of January 1, 2021, the assessed value of the real property of the 25 largest holders of real property in the County represented 3.60% of the total assessed value of all real property in Fairfax County, excluding tax-exempt properties. January 1, 2021, assessments generate tax revenue in FY 2022.

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**Real and Personal Property  
Tax Levies and Tax Collections**

<b>Fiscal Year</b>	<b>Total Levy<sup>1</sup></b>	<b>Current Collections<sup>2</sup></b>	<b>% of Total Levy Collected<sup>3</sup></b>	<b>Collection of Delinquent Taxes</b>	<b>Total Current &amp; Delinquent Taxes<sup>4</sup></b>	<b>% of Total Levy &amp; Delinquent Taxes</b>
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	3,554,208,059	3,540,095,440	99.60	29,312,937	3,569,408,377	100.43
2021	3,651,307,109	3,633,073,904	99.50	16,485,044	3,649,558,948	99.95
2022	3,715,196,259	3,690,431,430	99.33	18,957,801	3,709,389,231	99.84

*Sources:* Fairfax County Department of Management and Budget and Department of Tax Administration

<sup>1</sup>The 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.

<sup>2</sup>Current 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.

<sup>3</sup>The percentage of levy is not the collection rate since current collections also include penalty and interest payments for late payments of current taxes.

<sup>4</sup>FY 2013 through FY 2020 from Fairfax County Comprehensive Annual Financial Reports; FY 2021 and FY 2022 are estimates per the FY 2022 Advertised Budget Plan via the Department of Management and Budget and Department of Tax Administration. Estimates of tax collections for fiscal years 2021 and 2022 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, 2020, of the revenues, expenditures, and fund balances accounted for in the County's General Fund.

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	<b>Fiscal Years Ended June 30</b>				
	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>REVENUES</b>					
Taxes	\$3,327,545,952	\$3,516,899,229	\$3,589,886,690	\$3,747,031,873	\$3,875,613,475
Permits, fees, and licenses	48,443,054	52,201,079	52,723,373	55,876,219	54,006,590
Intergovernmental	352,320,212	356,846,491	355,433,536	358,732,841	418,199,405
Charges for services	79,086,734	81,264,762	82,679,276	85,564,413	72,748,807
Fines and forfeitures	14,566,333	15,947,672	15,227,392	15,223,620	12,289,139
Developers' contributions	225,101	-	-	-	-
Use of money and property	22,679,412	31,325,447	47,076,323	75,360,724	67,158,752
Recovered costs	9,423,456	8,960,041	9,234,813	10,573,978	7,586,746
Gifts, donations, and contributions	969,583	890,976	1,221,172	1,352,426	1,994,833
<b>Total revenues</b>	<u>\$3,855,259,837</u>	<u>\$4,064,335,697</u>	<u>\$4,153,482,575</u>	<u>\$4,349,716,094</u>	<u>\$4,509,597,747</u>
<b>EXPENDITURES</b>					
Current:					
General government administration	\$159,574,082	\$158,210,278	\$154,169,910	\$165,860,066	\$196,985,197
Judicial administration	54,237,643	56,018,395	57,378,283	60,449,751	62,189,796
Public safety	646,258,835	673,290,385	683,701,748	712,268,123	721,459,588
Public works	88,201,178	90,215,133	93,472,087	95,769,815	90,578,294
Health and welfare	381,760,426	391,618,833	398,899,103	412,322,298	430,321,393
Community development	60,981,469	62,174,038	64,198,596	67,543,752	69,654,301
Parks, recreation, and cultural	36,311,287	36,528,547	38,349,375	40,003,747	40,154,412
Intergovernmental:					
Community development	10,746,095	10,988,449	11,360,629	11,424,718	13,698,538
Parks, recreation, and cultural	31,502,197	33,129,930	34,155,180	35,656,948	35,316,698
Education - for Public Schools	1,838,341,763	1,926,706,345	1,980,106,487	2,067,345,801	2,149,231,439
Capital outlay:					
General government administration	13,020,325	11,545,792	14,037,641	21,822,724	17,997,369
Judicial administration	40,493	5,720	295,988	88,925	105,483
Public safety	7,726,916	1,851,101	2,055,229	2,385,861	2,563,235
Public works	265,695	247,960	31,250	216,212	39,018
Health and welfare	136,984	483,077	864,435	404,267	227,738
Community development	44,570	7,495	95,076	75,194	85,833
Parks, recreation, and cultural	4,878,597	3,676,970	4,063,338	4,091,628	4,369,355
Debt service:					
Principal retirement	228,213	857,156	866,604	876,157	885,815
Interest and other charges	9,767	68,367	58,919	49,366	39,708
<b>Total expenditures</b>	<u>\$3,334,266,535</u>	<u>\$3,457,623,971</u>	<u>\$3,538,159,878</u>	<u>\$3,698,655,353</u>	<u>\$3,835,903,210</u>
<b>Revenues over (under) expenditures</b>	\$520,993,302	\$606,711,726	\$615,322,697	\$651,060,741	\$673,694,537
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfers in	\$14,363,192	\$21,572,105	16,440,411	6,753,319	13,276,664
Transfers out	(526,388,805)	(548,220,839)	(574,394,290)	(601,828,488)	(613,961,660)
Capital Leases	6,502,955	-	-	-	-
<b>Total other financing sources (uses)</b>	<u>(\$505,522,658)</u>	<u>(\$526,648,734)</u>	<u>(\$557,953,879)</u>	<u>(\$595,075,169)</u>	<u>(\$600,684,996)</u>
Net change in fund balances	15,470,644	80,062,992	57,368,818	55,985,572	73,009,541
Beginning Fund Balance	325,921,817	341,392,461	421,455,453	478,824,271	534,809,843
Ending Fund Balance	\$341,392,461	\$421,455,453	\$478,824,271	\$534,809,843	\$607,819,384

Source: Fairfax County Comprehensive Annual Financial Reports for the fiscal years ended June 30, 2016-2020, 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. This reserve is fully funded at 1% of total General Fund disbursements. Funding for this reserve only occurs 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 2021 Third Quarter Review, the FY 2021 projected balance has the Managed Reserve fully funded at \$182.6 million (4%), and the Revenue Stabilization Fund fully funded at \$228.2 million (5%). Also, the Economic Opportunity Reserve is now fully funded at \$45.6 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 2016 through FY 2020:

#### General Fund Revenues, Transfers In, and Beginning Fund Balance

	2016	2017	2018	2019	2020
General Property Taxes	\$2,818,183,929	\$3,003,139,306	\$3,062,962,780	\$3,218,786,090	\$3,339,797,219
Other Local Taxes	509,362,021	513,759,924	526,923,910	528,245,783	535,816,256
Permits, fees, and licenses	48,443,054	52,201,079	52,723,373	55,876,219	54,006,590
Intergovernmental	352,320,212	356,846,491	355,433,536	358,732,841	418,199,405
Charges for Services and Recovered Costs	88,510,190	90,224,803	91,914,089	96,138,391	80,335,553
Fines and Forfeitures	14,566,333	15,947,672	15,227,392	15,223,620	12,289,139
Use of money and property	22,679,412	31,325,447	47,076,323	75,360,724	67,158,752
Miscellaneous	1,194,684	890,976	1,221,172	1,352,426	1,994,833
Transfers In	14,363,192	21,572,105	16,440,411	6,753,319	13,276,664
Beginning Fund Balance	<u>325,921,817</u>	<u>341,392,461</u>	<u>421,455,453</u>	<u>478,824,271</u>	<u>534,809,843</u>
Total	<u>\$4,195,544,844</u>	<u>\$4,427,300,263</u>	<u>\$4,591,378,439</u>	<u>\$4,835,293,684</u>	<u>\$5,057,684,254</u>

Source: Fairfax County Comprehensive Annual Financial Reports for FY 2016-2020

### General Fund Expenditures and Transfers Out

	2016	2017	2018	2019	2020
Transfer to School Operating Fund	\$1,838,341,763	\$1,926,618,902 <sup>1</sup>	\$1,980,019,600	\$2,067,259,207	\$2,149,116,697
Costs of General County Government	1,612,168,270	1,657,082,620	1,688,569,596	1,766,730,529	1,833,362,498
Transfer to Debt Service Funds	314,950,773	326,622,753	335,166,178	340,433,977	329,741,798
Transfer to Capital Project Funds	42,315,124	37,065,093	50,689,799	51,062,674	39,119,032
Transfer to Metro Construction and Operations Fund	11,298,296	13,557,955	13,557,955	20,695,098	43,950,424
Other Transfers	<u>41,581,114</u>	<u>44,897,487</u>	<u>44,551,040</u>	<u>54,302,356</u>	<u>54,574,421</u>
Total	<u>\$3,860,655,340</u>	<u>\$4,005,844,810</u>	<u>\$4,112,554,168</u>	<u>\$4,300,483,841</u>	<u>\$4,449,864,870</u>

Source: Fairfax County Comprehensive Annual Financial Reports for FY 2016-2020

<sup>1</sup> 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 74.1% of total General Fund revenues in FY 2020. 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 2020 was 78.8%. 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 2020 were \$653.0 million, comprised of \$441.7 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 11.9% of total General Fund revenues in FY 2020.

*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 1.2% of total General Fund revenues for FY 2020.

*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 2020.

*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 1.5% of General Fund revenues in FY 2020.

*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 1.8% of General Fund revenues in FY 2020.

*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 9.3% of General Fund revenues in FY 2020. 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 6.9% of total General Fund revenues in the fiscal year ended June 30, 2020. Excluding this reimbursement, revenue from this category represented 2.2% of General Fund revenue in FY 2020. 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 2.3% of General Fund revenues in FY 2020.

*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 2020.

*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 0.04% of General Fund revenue in FY 2020.

### **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 48.3% of total disbursements from the General Fund in the fiscal year ended June 30, 2020. The transfer to the School Operating Fund was approximately 72.1% 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 41.2% of total General Fund disbursements in FY 2020.

*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 7.4% of total General Fund disbursements in FY 2020. 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 0.9% of total General Fund disbursements in FY 2020.

*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 1.0% of total General Fund disbursements in FY 2020. 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 1.2% of total General Fund disbursements in FY 2020.

*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 36.9% of the total fund balance in the General Fund as of June 30, 2020.

## **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 3.6 percent over the FY 2020 Adopted Budget Plan 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 4.0 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 would have been 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 remained at \$1.15 per \$100 of assessed value in FY 2021. Spending adjustments were refocused on essential services only, which included the elimination of employee compensation increases. New positions were 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.

County staff added a new Mid-Year FY 2021 Budget Review to the budget calendar. This provided for Board of Supervisors Budget Committee review as part of meetings held on November 24, 2020, and January 12, 2021. Staff recommended revenues be reduced by \$15 million (0.3 percent), due mainly to lower School-Age Child Care revenues, reduced transient occupancy hotel revenue, and decreases to various fines, fees, and charges across the County. This was partially offset by higher than

projected sales tax and recordation tax revenues. The County used a portion, \$9 million, of its General Fund Pandemic Reserve coupled with net expenditure adjustments and one-time balances of \$6 million to offset the revenue loss. The Board approved these changes as part of its meeting on January 26, 2021.

On March 23, 2021, County staff provided further financial updates to the Board of as part of the FY 2021 Third Quarter Review. Revenue estimates were based on revenue collections through February 2021 and were recommended to be reduced by \$5.7 million (0.1 percent) from the FY 2021 Mid-Year Estimate for the following categories. Revenues were decreased in the Charges for Services category (\$23.7 million) due mainly to the loss of School-Age Child Care funding from ongoing virtual learning by the Fairfax County Public Schools, Fines and Forfeitures reflect lower court fines and violations (\$2.6 million), loss of Intergovernmental money for mandated services (\$1.8 million), and lower recovered costs and contract rebates (\$1.1 million). Partial offsets to these revenue reductions include recommended increases to the following categories. Personal Property Tax (\$11.2 million) reflects an increased levy and year to date collections, Sales Tax (\$2.1 million) notes higher year to date collections, Recordation Tax (\$5.9 million) adjustment due to the high-volume real estate sales and refinancings, Real Tax collections (\$3.7 million), and net adjustments (\$0.6 million).

To offset this projected revenue loss, the County will again use a portion of its General Fund Pandemic Reserve (\$7.3 million) coupled with Countywide departmental personnel and operational savings (\$23.4 million), and net expenditure adjustments (\$8 million) that notably include IT project funding, and a reimbursement to FCRHA.

The net available balance after these adjustments is \$13.8 million. Further, an additional \$9.5 million was identified as additional BPOL revenue from updated receipts as outlined by County staff providing for a total available balance of \$23.3 million. On April 27, 2021, the County approved its FY 2021 Third Quarter Review with the available balanced directed as follows. The County transferred \$9.1 million to its General Fund Pandemic Reserve. Also, the Board approved expenditure adjustments totaling \$14.2 million, due primarily to provide a one-time bonus of \$1,000 and \$500 for merit and non-merit employees, respectively.

### **FY 2022 Budget**

On February 23, 2021, the County Executive presented the FY 2022 Advertised Budget Plan to the Board of Supervisors. The FY 2022 Advertised Budget Plan is based on revenue growth of 1.5 percent and a decrease in the current real estate tax rate from \$1.15 per \$100 of assessed value to \$1.14 per \$100 of assessed value. FY 2022 General Fund Disbursements total \$4.49 billion, which is a 0.4 percent increase above the FY 2021 Adopted Budget Plan. County support to Fairfax County Public Schools totals \$2.37 billion, which is a 0.6 percent increase over the FY 2021 Adopted Budget Plan, and 52.8 percent of total FY 2022 Disbursements. Also, funding is provided for new County facilities and leases; the recurring impact of FY 2020 Carryover Review adjustments such as the Body Worn Camera Program; positions added for COVID-19 response and positions to support the Lee District Community Center and the Climate Adaptation Plan; and debt service requirements. In addition, the FY 2022 Advertised Budget Plan included funding of \$20 million for an unappropriated reserve for economic recovery. The FY 2022 Advertised Budget Plan included no funding for employee pay increases.

The Board of Supervisors approved the FY 2022 Adopted Budget Plan on May 4, 2021, with the following summary variances from the FY 2022 Advertised Budget Plan. Net revenue adjustments totaling \$19 million were reflected per updated trends, offset by a General Fund Transfer Out of \$9 million to other County funds, leaving a balance of \$10 million. The Board then redirected the use of the \$20 million reserve previously set aside for economic recovery for a combined available balance of \$30 million. This balance provided for a one percent pay increase for all County employees and pay

supplements for select judicial related employees (\$15 million) and an increased transfer to the operating budget for the Fairfax County Public Schools (\$15 million).

### **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 2022-2026 (along with estimates for fiscal years 2027 to 2031) was approved by the Board of Supervisors on April 27, 2021. 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 2022-2031 totaling \$10.46 billion is anticipated for the County, in addition to \$0.88 billion in regional parks and water supply projects that are undertaken within the County to benefit County residents but not managed or funded directly by the County. The total capital construction activity to be financed by the County totals \$11.34 billion from FY 2022-2031.

### **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, 2019, membership in the reporting entity's plans consisted of the following:

Description Public Schools	Primary Government			Component Unit –
	ERS	PORS	URS	
	9,468	1,153	1,402	ERFC
Retirees and beneficiaries receiving benefits	2,293	69	89	12,482
Terminated employees entitled to, but not yet receiving, benefits	806	59	137	5,240
Deferred Retirement Option Plan participants				N/A
Active employees	14,000	1,382	1,939	22,176

Source: Fairfax County Comprehensive Annual Financial Report for FY 2020

### 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 67.8 percent including business type activities, FCPS 26.9 percent, EDA 0.4 percent, FCRHA 1.5 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. Members who were hired on or after July 1, 2019, are automatically enrolled in Plan E. 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, D, and E, 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. For Plans A, B, C, and D, if normal retirement occurs before Social Security benefits are scheduled to begin, an additional monthly benefit is paid to retirees. Plan E eliminates the pre-Social Security Supplement; however, there is a cost-neutral Early Age Option for employees who retire prior to full retirement age under Social Security. 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, Plan D, and Plan E 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, 2020, was 28.35 percent of annual covered payroll. 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 2020, the amortization target of 100 percent was achieved. The employer contribution made during the measurement period of the liability was \$210,964,434. The FY 2020 employer contribution totaled \$234,743,643.

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*Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)*

CAFR Reporting Year Measurement Date June 30 of prior year	2020
<b>Total Pension Liability</b>	
Service cost	\$99,759
Interest	400,860
Changes in benefit terms	29,355
Differences between expected and actual experience	-
Changes of assumptions	(329,517)
Benefit payments, including refunds of member contributions	
<b>Net change in total pension liability</b>	200,457
<b>Total pension liability – beginning</b>	5,591,224
<b>Total pension liability – ending</b>	\$5,791,681
<b>Plan Fiduciary Net Position</b>	
Contributions – employer	210,964
Contributions – member	37,916
Net investment income	243,546
Benefit payments, including refunds of member contributions	(329,517)
Administrative expense	(2,198)
<b>Net change in plan fiduciary net position</b>	160,711
<b>Plan fiduciary net position – beginning</b>	3,940,927
<b>Plan fiduciary net position – ending</b>	\$4,101,638
<b>Net pension liability – ending</b>	\$1,690,043
Plan fiduciary net position as a percentage of the total pension liability	70.8%
Covered employee payroll	\$777,319
Net pension liability as a percentage of covered employee payroll	217.4%

Source: Fairfax County Comprehensive Annual Financial Report for FY 2020

*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. Based on sworn in date, individuals were enrolled in Plan A, Plan B or Plan C. To be eligible for normal retirement, an individual must meet the following criteria: for Plan A (if

sworn in before December 31, 2012) attain the age of 55 or have completed 25 years of creditable service (20 years of creditable service if sworn in prior to July 1, 1981); for Plan B (sworn on or after January 1, 2013) and for Plan C (sworn on or after July 1, 2019) 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. For Plan B and Plan C, individuals may not use more than 2,080 hours of accrued sick leave toward service credit for retirement or DROP entry. For Plan C, individuals are not eligible for the one-time 3 percent calculated retirement annuity increase from the plan. To be eligible for early retirement, the employee must have 20 years of creditable service (does not apply if sworn in before July 1, 1981). The benefit for early retirement is actuarially reduced and payable at early termination.

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, 2020.

The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2020, was 41.60 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 2020, the amortization target of 100 percent was achieved. The employer contribution made for the measurement period of the liability was \$47,182,840. The FY 2020 employer contribution totaled \$50,781,403.

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*Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)*

CAFR Reporting Year Measurement Date June 30 of prior year	2020
<b>Total Pension Liability</b>	
Service cost	\$ 31,993
Interest	123,663
Differences between expected and actual experience	(7,959)
Changes in assumptions	-
Benefit payments, including refunds of member contributions	(80,576)
<b>Net change in total pension liability</b>	67,121
<b>Total pension liability – beginning</b>	1,713,295
<b>Total pension liability – ending</b>	\$1,780,416
<b>Plan Fiduciary Net Position</b>	
Contributions – employer	\$47,183
Contributions – member	10,177
Net investment income	71,578
Benefit payments, including refunds of member contributions	(80,576)
Administrative expense	(611)
<b>Net change in plan fiduciary net position</b>	47,751
<b>Plan fiduciary net position – beginning</b>	1,435,923
<b>Plan fiduciary net position – ending</b>	\$1,483,674
<b>Net pension liability – ending</b>	\$296,742
Plan fiduciary net position as a percentage of the total pension liability	83.3%
Covered employee payroll	\$117,663
Net pension liability as a percentage of covered employee payroll	252.2%

Source: Fairfax County Comprehensive Annual Financial Report for FY 2020

*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 or sworn employees of the Fire and Rescue Department, Office of Sheriff, Park Police, helicopter pilots, and Animal Control Officers as well as non-administrative positions of the Department of Public Safety Communications 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. 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. From July 1, 2019, forward, all new hires are enrolled in Plan F. 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 enrolled in Plan E and Plan F may not use more than 2,080 hours of accrued sick leave toward service credit for retirement or DROP entry. For Plan F, individuals are not eligible for the one-time 3 percent calculated retirement annuity increase from the plan. In addition, Plan F eliminates the pre-Social Security Supplement; however, there is a cost neutral Early Age Option for employees who retire prior to full retirement age under Social Security. 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.

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. 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, Plan E, and Plan F 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, 2020, was 38.44 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 2020, the amortization target of 100 percent was achieved. The employer contribution made for the measurement period of the liability was \$69,246,070. The FY 2020 employer contribution totaled \$69,930,974.

*Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)*

CAFR Reporting Year Measurement Date June 30 of prior year	2020
<b>Total Pension Liability</b>	
Service cost	\$43,537
Interest	153,521
Differences between expected and actual experience	(7,395)
Changes in assumptions	-
Benefit payments, including refunds of member contributions	(105,543)
<b>Net change in total pension liability</b>	83,580
<b>Total pension liability – beginning</b>	2,125,850
<b>Total pension liability – ending</b>	\$2,209,430
<b>Plan Fiduciary Net Position</b>	
Contributions – employer	\$69,246
Contributions – member	12,605
Net investment income	78,142
Benefit payments, including refunds of member contributions	(105,543)
Administrative expense	(620)
<b>Net change in plan fiduciary net position</b>	53,830
<b>Plan fiduciary net position – beginning</b>	1,759,903
<b>Plan fiduciary net position – ending</b>	\$1,813,733
<b>Net pension liability – ending</b>	\$395,697
Plan fiduciary net position as a percentage of the total pension liability	82.1%
Covered employee payroll	\$178,285
<b>Net pension liability as a percentage of covered employee payroll</b>	221.9%

Source: Fairfax County Comprehensive Annual Financial Report for FY 2020

*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 increase will equal approximately half of the full amount. Thereafter, the full cost-of-living increase 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 6.44 percent for fiscal year 2020. Employer contributions to the pension plan were \$104,741,255 and \$96,982,911 for the years ended June 30, 2020, and June 30, 2019, 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, 2017, valuation recommended that the contribution rate for the two-year period beginning July 1, 2019, to June 30, 2021, be increased from 6.26 percent to 6.44 percent.

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*Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)*

CAFR Reporting Year Measurement Date June 30 of prior year	2020
<b>Total Pension Liability</b>	
Service cost	\$90,633
Interest	231,477
Changes of Benefit Terms	-
Differences between expected and actual experience	27,727
Changes of assumptions	-
Benefit payments, including refunds of member contributions	(181,932)
<b>Net change in total pension liability</b>	<u>167,905</u>
<b>Total pension liability – beginning</b>	<u>3,238,436</u>
<b>Total pension liability – ending</b>	<u>\$3,406,341</u>
<b>Plan Fiduciary Net Position</b>	
Contributions – employer	\$96,983
Contributions – member	46,645
Net investment income	117,728
Benefit payments, including refunds of member contributions	(181,932)
Administrative expense	(4,262)
<b>Net change in plan fiduciary net position</b>	<u>75,162</u>
<b>Plan fiduciary net position – beginning</b>	<u>2,446,280</u>
<b>Plan fiduciary net position – ending</b>	<u>\$2,521,442</u>
<b>Net pension liability – ending</b>	<u>\$884,899</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>74.0%</u>
Covered employee payroll	\$1,549,248
<b>Net pension liability as a percentage of covered employee payroll</b>	<u>57.1%</u>

Source: Fairfax County Comprehensive Annual Financial Report for FY 2020

*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, 2020. Employer contributions to the pension plan were \$255,030,396 and \$242,912,277 for the years ended June 30, 2020, and June 30, 2019, 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 Deferred Compensation Board. The members of the Deferred Compensation Board are the CFO, Director of Finance, Director of Human Resources, Director of Management and Budget, 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 or the 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. Consequently, all inactive employees are considered to be receiving benefits.

Participant data for fiscal years 2019 and 2020 is as follows:

<b>Membership</b>	<b>FY 2019</b>	<b>FY 2020</b>
<b>Medical Members</b>		
Number of Active Members	13,364	13,579
Average Age	44	44
Average Service	11	11
<u>Number of Inactive Members</u>		
Retirees and Spouses	5,381	5,437
Average Age	67	67
<b>Life Insurance Members</b>		
Number of Active Members	13,364	13,579
Average Age	44	44
Average Service	11	11
<u>Number of Inactive Members</u>		
Retirees and Spouses	5,761	5,927
Average Age	68	68

Source: Fairfax County Comprehensive Annual Financial Report FY 2020

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*Statement of Changes in Net Position for the Fiscal Year ended June 30, 2020 – OPEB Trust Fund*

<b>ADDITIONS:</b>	<b><u>2020</u></b>
Contributions:	
Employer	\$19,460,652
Other	<u>215,858</u>
Total Contributions	<u>\$19,676,510</u>
Investment Income from Investment Activities:	
Net (appreciation) in fair value of investments	\$9,770,808
Interest	<u>130,800</u>
Total Income from Investment Activities	<u>\$9,900,908</u>
Less Investment Activities Expenses:	
Management Fees	\$266,943
Other	<u>500</u>
Total Investment Activities Expenses	<u>\$267,443</u>
Net Income from Investment Activities	<u>\$9,633,465</u>
Net investment income	<u>\$9,633,465</u>
<b>Total Additions</b>	<b><u>\$29,309,975</u></b>
<b>DEDUCTIONS:</b>	
Benefits	\$23,254,464
Administrative Expenses	<u>130,788</u>
<b>Total Deductions</b>	<b><u>\$23,385,252</u></b>
<b>Net Increase</b>	<b><u>\$5,924,723</u></b>
Net Position - July 1, 2019	<u>324,839,634</u>
<b>Net Position - June 30, 2020</b>	<b><u>\$330,764,357</u></b>

Source: Fairfax County Comprehensive Annual Financial Report FY 2020

*Net OPEB Liability for the Plan*

The Plan's net OPEB liability was measured as of June 30, 2020, 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	\$348,205,749
Plan Fiduciary Net Position (Market Value of Assets)	<u>(330,764,357)</u>
Net OPEB Liability	<u>\$17,441,392</u>
Plan Fiduciary Net Position as % of Total OPEB Liability	94.99%

Source: Fairfax County Comprehensive Annual Financial Report FY 2020

## 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 2019 and 2020 is as follows:

<b>Membership</b>	<b>FY 2019</b>	<b>FY 2020</b>
<b>Medical Members</b>		
Number of Active Members	20,309	19,878
Average Age	46	46
Average Service	11	11
<u>Number of Inactive Members</u>		
Retirees and Spouses	10,037	10,135
Average Age	72	72
<b>Life Insurance Members</b>		
Number of Active Members	4,705	4,457
Average Age	52	53
Average Service	12	12
<u>Number of Inactive Members</u>		
Retirees and Spouses	2,546	2,844
Average Age	71	72

Source: Fairfax County Comprehensive Annual Financial Report FY 2020

*Statement of Changes in Net Position for the Fiscal Year ended June 30, 2020 – OPEB Trust Fund*

<b>ADDITIONS:</b>	<b><u>2020</u></b>
Contributions:	
Employer	\$28,875,000
<b>Total Contributions</b>	<b><u>\$28,875,000</u></b>
Investment Income from Investment Activities:	
Net increase in fair value of investments	\$4,561,466
Administrative Expense	<u>(101,363)</u>
Total Income from Investment Activities	<u>\$4,460,103</u>
<b>Total Additions</b>	<b><u>\$33,335,103</u></b>
<b>DEDUCTIONS:</b>	
Benefits payments / refunds	<u>\$23,875,000</u>
<b>Total Deductions</b>	<b><u>\$23,875,000</u></b>
<b>Net Increase</b>	<b><u>\$9,460,103</u></b>
Net Position - July 1, 2019	<u>146,508,965</u>
<b>Net Position - June 30, 2020</b>	<b><u>\$155,969,068</u></b>

*Source:* Fairfax County Comprehensive Annual Financial Report FY 2020

*Net OPEB Liability for the Plan*

The Public Schools' net OPEB liability was measured as of June 30, 2020, 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	\$220,082,429
Plan Fiduciary Net Position (Market Value of Assets)	(155,969,068)
Net OPEB Liability	<u>\$64,113,361</u>
Plan Fiduciary Net Position as % of Total OPEB Liability	70.87%

*Source:* Fairfax County Comprehensive Annual Financial Report FY 2020

For further information regarding the County's retirement systems, see "Basic Financial Statements – Notes to Financial Statements – Notes G and H" in the County's financial statements for the Fiscal Year ended June 30, 2020.

**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 the County's financial statements for the Fiscal Year ended June 30, 2020

**APPENDIX B**

**FAIRFAX COUNTY, VIRGINIA  
MANAGEMENT'S DISCUSSION AND ANALYSIS AND BASIC FINANCIAL STATEMENTS  
(Fiscal Year Ended June 30, 2020)<sup>(\*)</sup>**

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\* This Appendix comprises the County'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.

**APPENDIX C****SUMMARY OF CERTAIN DOCUMENTS PROVISIONS**

*The following is a summary of certain provisions of the Master Trust Agreement, the Fifth Supplemental Trust Agreement and the Installment Purchase Contract not otherwise summarized in the forepart of this Official Statement. Reference is made to the respective sections in the applicable documents that contain a complete recitation of such provisions.*

**DEFINITIONS**

The following are definitions of certain terms used in the Master Trust Agreement, the Fifth Supplemental Trust Agreement and the Installment Purchase Contract and not otherwise defined in this Official Statement:

**“Additional Contract Payments”** means the Additional Payments that the County has agreed to make under the Installment Purchase Contract for all other amounts (other than Basic Contract Payments) payable by the County to EDA relating to the Series 2021 Bonds including any bonds refunding the Series 2021 Bonds.

**“Additional Payments”** means the amounts payable by the County to or for the account of EDA and defined as such by the terms of each Payment Agreement entered into. Additional Contract Payments are Additional Payments.

**“Allocated Bonds”** means those Series 2021 Bonds allocated by the County, in a certificate of a County Representative delivered to the Trustee, to the 2021 Public Works Property or the Refunded Properties, as the case may be, in an event that necessitates an “Extraordinary Optional Redemption” as described in the Fifth Supplemental Trust Agreement.

**“Basic Contract Payments”** means the Basic Payments the County has agreed to make under the Installment Purchase Contract sufficient to pay the principal of and interest on the Series 2021 Bonds and any other bonds issued to pay the costs of the Purchase Price including any bonds refunding the Series 2021 Bonds.

**“Basic Payments”** means the amounts payable by the County to or for the account of EDA and defined as such by the terms of each Payment Agreement entered into, as adjusted as provided therein.

**“Bond Registrar”** means the Bond Registrar at the time serving as such under the Master Trust Agreement and performing the duties set forth in the Master Trust Agreement and in the applicable Supplemental Trust Agreement, whether the original or a successor Bond Registrar.

**“Bond Year”** means the period commencing on the second day of July of any calendar year and ending on the first day of July of the following calendar year or such other annual period commencing and ending on the dates specified in a Supplemental Trust Agreement.

**“Bonds,”** as used in the Installment Purchase Contract, means the Series 2021 Bonds and any additional revenue bonds issued by EDA in accordance with the Trust Agreement to provide additional funds for the Cost of the 2021 Public Works Project or to refund Series 2021 Bonds issued and outstanding under the terms of the Trust Agreement. “Bonds,” as used in the Contract, does not include “Bonds” as defined in the Master Trust Agreement that are not payable from Contract Payments under the Contract.

**“Bonds,”** as used in the Master Trust Agreement, means the Series 2021 Bonds, Series 2012 A Bonds, the Series 2014 A Bonds, the Series 2014 B Bonds, the Series 2017 A Bonds, the Series 2017 B Bonds, and all additional Bonds and all Refunding Bonds issued under the Master Trust Agreement.

**“Buildings”** means, collectively, the 2021 Public Works Building and any and all buildings on the Refunded Bonds Properties.

**“Business Day”** means any day on which the New York Stock Exchange is open, other than a Saturday or Sunday and other than a day on which commercial banks (including the Trustee, the Bond Registrar, any Credit Bank, any Insurer and any Paying Agent) are authorized to close in the Commonwealth of Virginia or in New York, New York.

**“Capital Appreciation Bonds”** means Bonds the interest on which is compounded and accumulated at the rates and on the dates set forth in a Supplemental Trust Agreement and is payable upon redemption or on the maturity date of such Bonds.

**“Chairman”** means the Chairman or Vice Chairman of the Commission or any person succeeding to the principal functions thereof or temporarily designated by the Board to serve pro tempore as the Chairman.

**“Commission”** means the governing body of EDA or any successor entity assuming the functions thereof.

**“Contract” or Installment Purchase Contract,”** relating to the Series 2021 Bonds means the Installment Purchase Contract, dated as of \_\_\_\_\_ 1, 2021, by and between the County and EDA, relating to the 2021 Public Works Project and the refunding of the Refunded Bonds, as the same may be supplemented and amended.

**“Contract Payments”** means the amounts, designated as Basic Contract Payments and Additional Contract Payments, payable by the County to or for the account of EDA pursuant to the Contract.

**“Construction Subfund”** means the County Facilities Projects Construction Subfund created and so designated by the Master Trust Agreement.

**“Cost”** as applied to any Project means, without intending thereby to limit or restrict any proper definition of such word under the Enabling Act, all items of cost set forth in the Master Trust Agreement.

**“County Facilities Projects Fund”** means the discrete enterprise fund of EDA created by the Master Trust Agreement.

**“County Representative”** means each of the persons at the time designated to act on behalf of the County in a written certificate furnished to the Trustee, any Paying Agent and the Bond Registrar, which certificate shall contain the specimen signature(s) of such person(s) and shall be signed on behalf of the County by the County Executive. Such person(s) may or may not be officials or employees of the County.

**“Credit Bank”** means as to any particular Series of Bonds, the person (other than an Insurer) providing a letter of credit, a line of credit, a guaranty or another credit- or liquidity-enhancement facility, as designated in the Supplemental Trust Agreement providing for the issuance of such Bonds.

**“Credit Facility”** means as to any particular Series of Bonds, a letter of credit, a line of credit, a guaranty or another credit- or liquidity-enhancement facility (other than an insurance policy issued by an Insurer), as approved in the Supplemental Trust Agreement providing for the issuance of such Bonds.

**“Credit Rating”** means the rating, typically a letter or letters, such as “Aa” or “AA,” with or without a modifier such as “1” or “2” or “+” or “-”, that express the opinion of a Rating Agency as to the credit quality of the Bonds without regard to any credit enhancement such as bond insurance, letters of credit or similar arrangements supporting the payment of debt service on the Bonds.

**“Current Interest Bonds”** means Bonds the interest on which is payable on the Interest Payment Dates provided therefor in a Supplemental Trust Agreement.

**“Debt Service Subfund”** means the County Facilities Projects Debt Service Subfund created and so designated by the Master Trust Agreement.

**“Default”** means any condition or event which constitutes or would, after notice or lapse of time, or both, constitute an Event of Default.

**“Defaulted Interest”** means any interest on any Bond that is payable, but is not punctually paid or duly provided for, on any Interest Payment Date.

**“Defeasance Obligations”** means, except as otherwise provided in a Supplemental Trust Agreement for the related Series of Bonds, Government Obligations and the obligations described in clause (C) of the definition of “Investment Obligations.”

**“Deposit Day”** means, for the Series 2021 Bonds, the last Business Day of each March and September.

**“Due Date”** means the last date on which payment is due on the Bonds without penalty, premium or interest.

**“EDA” or “Authority”** means the Fairfax County Economic Development Authority.

**“EDA Liabilities”** means all expenses and obligations of EDA under the Master Trust Agreement (other than the Bonds and the principal, interest and any redemption premiums thereon and amounts paid or provided for from the proceeds of the Bonds) including, without limitation: (i) Trust Agreement Expenses and (ii) any amount payable by EDA to the United States of America as Rebate Liability.

**“EDA Representative”** means each of the persons at the time designated to act on behalf of EDA in a written certificate furnished to the Trustee, any Paying Agent and the Bond Registrar, which certificate shall contain the specimen of signatures of such person and shall be executed on behalf of EDA by the Chairman.

**“Effective Date”** means the date of delivery of the Series 2021 Bonds.

**“Enabling Act”** means Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law.

**“Event of Default”** means with respect to the Master Trust Agreement any of the events described in this Appendix under “THE TRUST AGREEMENT – Event of Default,” and with respect to

the Contract means any of those events described in this Appendix under “THE INSTALLMENT PURCHASE CONTRACT – Events of Default.”

“**Event of Non-Appropriation**” means the event described in this Appendix under “THE INSTALLMENT PURCHASE CONTRACT – Non-Appropriations.”

“**Fifth Supplemental Trust Agreement**” means the Fifth Supplemental Trust Agreement, dated as of \_\_\_\_\_ 1, 2021, between EDA and the Trustee authorizing and securing the issuance of the Series 2021 Bonds, as the same may be supplemented and amended as permitted thereby.

“**Government Obligations**” means direct obligations of, or obligations the timely payment of the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America, or evidences of indirect ownership of such obligations.

“**Holder**” means a person in whose name a Bond (or one or more Predecessor Bonds) is registered on the registration books provided for in the Master Trust Agreement.

“**Improvement Subfund**” means the County Facilities Projects Improvement Subfund so created and designated by the Master Trust Agreement.

“**Indebtedness**” means (a) the Bonds and (b) all other indebtedness outstanding that may have been issued or incurred under the provisions of the Enabling Act, whether or not issued under the provisions of the Master Trust Agreement.

“**Insurer**” means, as to any particular maturity or any particular Series of the Bonds, the person undertaking to insure such Bonds, as designated in the Supplemental Trust Agreement providing for the issuance of such Bonds.

“**Interest**” means interest on the Purchase Price of the Project. Such interest shall include interest at the same rates payable on the same dates as the interest payable by EDA on the Bonds.

“**Interest Payment Date**” means, for purposes of the Series 2021 Bonds, each April 1 and October 1, commencing April 1, 2022.

“**Interest Requirement**” means, for any Bond Year, as applied to Bonds of a Series, the total of the sums that would be deemed to accrue on such Bonds during such Bond Year if the interest on the Current Interest Bonds of such Series were deemed to accrue daily during such year in equal amounts; provided, however, that interest expense shall be excluded from the determination of Interest Requirement to the extent that such interest is to be paid from the proceeds of Bonds or from investment (but not reinvestment) thereof if such proceeds have been invested in Defeasance Obligations and to the extent such earnings may be determined precisely. EDA may provide in a Supplemental Trust Agreement that interest expense on Credit Facilities drawn upon to purchase but not to retire Bonds, to the extent such interest exceeds the interest otherwise payable on such Bonds be included in the determination of Interest Requirement. If interest is not payable at a single numerical rate for the entire term of such Bonds, then “Interest Requirement” shall have the appropriate meaning assigned thereto by the applicable Supplemental Trust Agreement permitted by the Master Trust Agreement.

“**Investment Obligations**” means Government Obligations and, to the extent from time to time permitted by the laws of the State, (A) the obligations of (i) Export-Import Bank, (ii) Government National Mortgage Association, (iii) Federal Housing Administration, (iv) Farmers Home Administration and (v) any other agency or instrumentality of the United States of America now or hereafter created

which obligations are backed by the full faith and credit of the United States of America; (B) the obligations of (i) Federal National Mortgage Association, (ii) Federal Intermediate Credit Banks, (iii) Federal Banks for Cooperatives, (iv) Federal Land Banks, (v) Federal Home Loan Banks, (vi) Federal Financing Bank, (vii) Federal Farm Credit System and (viii) Federal Home Loan Mortgage Corporation; (C) obligations of state or local government bond issuers, provision for the payment of the principal of and interest on which shall have been made by deposit with an escrow agent or trustee of Government Obligations the principal of and interest on which when due will be sufficient to pay the principal of and interest on such state or local government obligations when due, which obligations have been rated by Moody's Investors Service and Standard and Poor's Corporation in one of two highest rating categories (without regard to gradations such as "plus" or "minus," of such categories); (D) certificates of deposit or time deposits of any bank, any branch of any bank, trust company or national banking association (including any Trustee, Bond Registrar, Paying Agent and their affiliates) that has a combined capital, surplus and undivided profits not less than \$50,000,000; provided, however, that such certificates of deposit or time deposits shall be fully secured, to the extent not secured by the Federal Deposit Insurance Corporation, by Government Obligations or by obligations described in (A) or (C) above; (E) any repurchase agreement that is with (i) a bank or trust company (including any Trustee, Bond Registrar, Paying Agent and their affiliates) that has a combined capital, surplus and undivided profits not less than \$50,000,000, or (ii) a government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York for Government Obligations or obligations described in (A) above and having on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the bank or trust company; provided, however, that such obligations purchased must be transferred to the Trustee or a third party agent by physical delivery or by an entry made on the records of the issuer of such obligations; and (F) any and all investments authorized by the Investment of Public Funds Act (Section 2.2-4500 *et seq.* Code of Virginia, 1950, as amended) including in particular but without limitation, subject to the ratings requirements set forth below, shares in any money market mutual fund (including those of the Trustee or any of its affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated AAAM-G or AAAM by Standard & Poor's Ratings Services or Aaa by Moody's Investors Service, Inc. so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations. Any investment in a repurchase agreement shall be considered to mature on the date the bank or trust company providing the repurchase agreement is obligated to repurchase the Investment Obligations. Any investment in obligations described in (A), (B), (C) and (F) (to the extent not described in (D) or (E)) above may be made in the form of an entry made on the records of the issuer of the particular obligation.

**"Late Charge Rate"** means the true interest cost rates on the Bonds plus one percent (1%).

**"Master Trust Agreement"** means the Master Trust Agreement, authorizing the issuance of Bonds, including Refunding Bonds, as supplemented and amended as permitted hereby.

**"Net Proceeds,"** when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after the payment of all out-of-pocket expenses of the applicable parties incurred in the collection of such gross proceeds.

**"Outstanding"** means all Bonds that have been authenticated and delivered by the Bond Registrar under the Master Trust Agreement, except:

- (i) Bonds paid or redeemed or delivered to or acquired by the Bond Registrar for cancellation;

(ii) Bonds for which the Bond Registrar or any Trustee or Paying Agent shall hold sufficient moneys or Defeasance Obligations the principal of and the interest on which, when due and payable, will provide sufficient moneys to pay the principal of, and the interest and redemption premium, if any, on such Bonds to their maturity date or dates or dates fixed for redemption pursuant to the Sinking Fund Requirement or to the date or dates fixed for their optional redemption; and

(iii) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Master Trust Agreement;

provided, however, that in determining whether the Holders of the requisite principal amount of outstanding Bonds have given any request, demand, authorization, direction, notice, consent or waiver under the Master Trust Agreement, Bonds owned by EDA or any other obligor upon the Bonds shall be disregarded and deemed not to be outstanding, except that the term “obligor upon the Bonds” shall not include any Insurer or any Credit Bank and except that, in determining whether the Bond Registrar shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds that the Bond Registrar knows to be so owned shall be so disregarded. Bonds so owned that have been pledged in good faith may be regarded as outstanding if the pledgee establishes to the satisfaction of the Bond Registrar the pledgee’s right so to act with respect to such Bonds and that the pledgee is not EDA or any other obligor upon the Bonds except a Credit Bank or an Insurer.

“**Paying Agent**” means, for any Series of Bonds, the paying agent designated as such and performing the duties set forth in the Supplemental Trust Agreement providing for the issuance of such Bonds. U.S. Bank National Association is the initial Paying Agent for the Series 2021 Bonds.

“**Payment Agreement**” means a note, loan agreement, lease agreement, installment purchase contract or other contract or obligation, or combination thereof, by the express terms of which the County shall be absolutely and unconditionally obligated to make Payments on such dates and in such amounts as shall be sufficient for the EDA to make timely payment of all amounts that may become due and payable on a Series of Bonds, subject only to the appropriation by the Board of Supervisors of the County of funds for the purpose of the County’s making such payments. The Payment Agreement shall expressly provide that the County Executive shall include as a separate line item in each operating budget an item, appropriately designated, in an amount not less than an amount sufficient, in the judgment of the County Executive, to pay debt service on the applicable Series of Bonds and all other amounts payable during such fiscal year by the County pursuant to the Payment Agreement. Alternatively, the County Executive may include as a single line item in each annual budget of revenues and disbursements presented to the Board of Supervisors an item designated “Basic and Additional Payments – Master Trust Agreement” in an amount not less than an amount sufficient, in the judgment of the County Executive, to make all payments scheduled to become due, and pay all other amounts payable by the County under all Payment Agreements. The Contract is a Payment Agreement.

“**Payment of the Allocated Bonds**” means payment of the principal of and interest on all the Allocated Bonds in accordance with their terms, whether through payment at maturity or purchase and cancellation or redemption or provision for such payment in such a manner that the Bonds shall be deemed to have been paid under the applicable provisions of the Master Trust Agreement.

“**Payment of the Bonds**” means payment of the principal of and interest on all the Bonds in accordance with their terms, whether through payment at maturity or purchase and cancellation or redemption or provision for such payment in such a manner that the Bonds shall be deemed to have been paid under the applicable provisions of the Master Trust Agreement.

**“Payments”** means payments of money that the County is or may become obligated to make under a Payment Agreement.

**“Permitted Encumbrances”** has the meaning set forth in Exhibit B of the Payment Agreement for the Series 2021 Bonds.

**“Pledged Revenues”** for the Series 2021 Bonds means (a) all payments of Basic Payments, (b) all payments of Additional Payments except to the extent required to pay EDA Liabilities and (c) the income from the investment under the provisions of the Master Trust Agreement of the moneys held for the credit of the various subfunds and accounts created under the Master Trust Agreement. Pledged Revenues shall not include the proceeds of any insurance, other than as mentioned above, or any capital gifts, grants, donations or contributions or borrowed funds. Payments by any Insurer or Credit Bank with respect to debt service on the Bonds shall not constitute Pledged Revenues. Any lump sum payment or prepayment received by the Trustee and not accompanied by instructions from the EDA Representative to the contrary shall be reserved by the Trustee in the County Facilities Projects Fund, disbursed to the Debt Service Subfund, and recognized as Pledged Revenues, semi-annually over the appropriate accrual period; provided, however, that if the EDA Representative shall direct, such lump sum payment or prepayment shall be applied to the redemption or defeasance of the Bonds in accordance with such direction.

**“Predecessor Bonds”** of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by such particular Bond. For purposes of this definition, any Bond authenticated and delivered under the Master Trust Agreement in lieu of a mutilated, destroyed, stolen or lost Bond shall be deemed to evidence the same debt as the mutilated, destroyed, stolen or lost Bond.

**“Principal and Interest Requirements”** for any Bond Year means the sum of the Principal Requirement and the Interest Requirement for such year.

**“Principal Payment Date”** for purposes of the Series 2021 Bonds, means October 1<sup>st</sup> upon which the principal of any Series 2021 Bonds is stated to mature or upon which the principal of any Term Bond is subject to sinking fund redemption.

**“Principal Requirement”** means for any Series of Bonds and for any Bond Year the sum of the principal scheduled to become due in such Bond Year whether at stated maturity or by mandatory sinking fund redemption.

**“Projects,”** relating to the Series 2021 Bonds, means, collectively, the 2021 Public Works Project and the Refunded Projects.

**“Project(s),”** for Bonds other than the Series 2021 Bonds, includes the acquisition, improving, equipping, furnishing and constructing of any EDA facility financed or refinanced through the issuance of Bonds.

**“Properties”** means, collectively, the 2021 Public Works Property and the Refunded Bonds Properties.

**“Purchase Price”** means an amount equal to the principal amount of the Series 2021 Bonds and any additional Bonds (as such term is defined in the Contract).

**“Rebate Liability”** means the amount or amounts periodically determined by the firm of independent certified public accountants or other financial consultants experienced in the calculation of Rebate Liability and so designated by the EDA Representative to be set aside in the Improvement Subfund and the amount or amounts to be paid to the United States of America pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended.

**“Refunded Bonds”** means, collectively, [the Refunded 2012 A Bonds, the Refunded 2012 A Laurel Hill Bonds, the Refunded 2014 A Bonds, the Refunded 2014 B Bonds, and the Refunded 2017 B Bonds.]

**“Refunded Bonds Properties”** means, collectively, the \_\_\_\_\_ Property, the \_\_\_\_\_ Property, the \_\_\_\_\_ Property and the \_\_\_\_\_ Property.

**“Refunded Projects”** means, collectively, the \_\_\_\_\_ Project, the \_\_\_\_\_ Project, the \_\_\_\_\_ Project and the \_\_\_\_\_ Project.

**“Refunded 2012 A Bonds”** means certain outstanding Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) issued by EDA and refunded by a portion of the proceeds of the Series 2021 [B] Bonds.

**“Refunded 2012 A Laurel Hill Bonds”** means certain outstanding Fairfax County Facilities Revenue Refunding Bonds (Laurel Hill Public Facilities Projects) Series 2012A issued by EDA and refunded by a portion of the proceeds of the Series 2021 [C] Bonds.

**“Refunded 2014 A Bonds”** means certain outstanding Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) issued by EDA and refunded by a portion of the proceeds of the Series 2021 [D] Bonds.

**“Refunded 2014 B Bonds”** means certain outstanding Fairfax County Facilities Revenue Series 2014 B (Federally Taxable) (County Facilities Projects) issued by EDA and refunded by a portion of the proceeds of the Series 2021 [C] Bonds.

**“Refunded 2017 B Bonds”** means certain outstanding Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) issued by EDA and refunded by a portion of the proceeds of the Series 2021 [C] Bonds.

**“Refunding Bonds”** means the Bonds authorized by the Master Trust Agreement to refund Bonds or other indebtedness.

**“Serial Bonds”** means the Bonds that are stated to mature in consecutive annual installments and that are so designated in a Supplemental Trust Agreement.

**“Series”** means Bonds identified as a separate series which are authenticated and delivered on original issuance and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to any Supplemental Trust Agreement.

**“Sinking Fund Requirements”** means, with respect to Term Bonds of each maturity, the principal amount fixed or computed for the retirement of such Term Bonds by purchase or redemption, as contemplated in the Master Trust Agreement and any Supplemental Trust Agreement.

**“State”** means the Commonwealth of Virginia.

**“Supplemental Trust Agreement”** means an amendment or supplement, executed by EDA and the Trustee, to the Master Trust Agreement, and in conformity with the provisions of the Master Trust Agreement, providing for the issuance of a Series of Bonds and setting forth the provisions and details thereof not inconsistent therewith including any amendments and supplements thereto permitted thereby and any other such agreement permitted by the Master Trust Agreement.

**“Term”** means the period of time commencing on the Effective Date and ending upon the Payment of the Bonds.

**“Term Bonds”** means all or some of the Bonds of a Series, other than Serial Bonds, stated to be payable by their terms on one or more dates and so designated in a Supplemental Trust Agreement.

**“Trust Agreement,”** for purposes of the Contract, means the Master Trust Agreement as generally amended and supplemented from time to time, including by the Fifth Supplemental Trust Agreement and by any Supplemental Trust Agreement entered into in connection with the issuance of additional Bonds issued to provide additional funds for the Cost of the Project or to refund any of these Bonds, each between EDA and the Trustee. “Trust Agreement” will not include Supplemental Trust Agreements entered into in connection with the issuance of Additional or Refunding Bonds under the Master Trust Agreement that are not related to the Contract or the Properties.

**“Trust Agreement Expenses”** means those fees and expenses of the Trustee contemplated by the Master Trust Agreement and the fees and expenses of any Paying Agent and the Bond Registrar that shall be approved in writing by the EDA Representative.

**“Trustee”** means the trustee at the time acting as such under the Master Trust Agreement and any Supplemental Trust Agreement whether the original or a successor trustee.

**“2021 Public Works Building”** means the approximately \_\_\_\_ square foot building constructed and improved on the 2021 Public Works Property that will contain a consolidated public works complex for the County’s stormwater and wastewater divisions.

**“2021 Public Works Project”** means the construction and improvement of the 2021 Public Works Building.

**“2021 Public Works Property”** means the property located at \_\_\_\_\_, an approximately \_\_\_\_ acre parcel upon which the 2021 Public Works Building will be built.

**“2021 B Refunded Projects”** means the \_\_\_\_ Projects refunded by the Series 2021 B Bonds.

**“2021 C Refunded Projects”** means the \_\_\_\_ Projects refunded by the Series 2021 C Bonds.

**“2021 D Refunded Projects”** means the \_\_\_\_ Projects refunded by the Series 2021 D Bonds.

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## THE MASTER TRUST AGREEMENT

### Granting Clause

EDA (a) assigns all rights, title and interest of EDA in and to any and all Payment Agreements, including, without limitation, its rights to receive Basic Payments and, except to the extent required to pay EDA Liabilities, Additional Payments (reserving the rights of EDA to receive notices, reports and other statements to be given to EDA thereunder), and (b) pledges the Basic Payments and Additional Payments received pursuant to any and all Payment Agreements, all moneys and securities in the Debt Service Subfund and, until applied in payment of any Cost of a Project or otherwise applied as permitted under the Master Trust Agreement, all moneys and securities in the Construction Subfund; to the Trustee, and unto its successors and assigns, in trust, forever.

### Authorization and Issuance of Bonds (Section 208)

There may be issued at one time or from time to time Series of Bonds under and secured by the Master Trust Agreement revenue bonds of EDA designated “Fairfax County Economic Development Authority Fairfax County Facilities Revenue Bonds Series ....” for the purposes of providing funds, together with any other available funds, for paying all or any portion of the Cost of any Project.

The Bonds of any Series (and any Series of Refunding Bonds authorized and issued under the Master Trust Agreement) (1) may be issued as Current Interest Bonds, Capital Appreciation Bonds or zero interest rate Bonds, Serial Bonds or Term Bonds, or any combination thereof, and may convert from one to another subsequent to their date of issue, (2) shall have such Series designation or designations, shall be dated and shall be stated to mature, subject to the right of prior optional, extraordinary optional and mandatory sinking fund redemption, if any, on the dates and in the principal amounts, (3) may bear interest at a fixed rate, variable rate, or convertible rate, shall be payable on the date or dates, may contain provisions permitting or requiring that such Bonds be tendered to the EDA or another for payment or remarketing and may be subject to interest rate exchange, interest rate cap, interest rate floor agreements and other derivative agreements of any duration, (4) shall have such other details, and (5) shall be sold in such manner to such purchasers upon the payment of such purchase price, all as shall be provided by the applicable Supplemental Trust Agreement; *provided, however*, that in any case Bonds may be issued and secured under the Master Trust Agreement only where (Y) the County shall be absolutely and unconditionally obligated by a Payment Agreement to make Payments on such dates and in such amounts as shall be sufficient for the EDA to make timely payment of all amounts that may become due and payable on such Series of Bonds, subject only to the appropriation by the Board of Supervisors of funds for the purpose of the County’s making such Payments and (Z) in the case of any derivative agreement, the Board of Supervisors shall have specifically approved the terms and provisions of any derivative agreement; and *provided, further*, that under the applicable Payment Agreement, the County shall not be scheduled to make any Basic Payments, and under the applicable Supplemental Trust Agreement, EDA shall not be scheduled to make any debt service payments, prior to the first day of the third month of the County’s fiscal year.

The Supplemental Trust Agreement authorizing a Series of Bonds (and any Series of Refunding Bonds authorized and issued under the Master Trust Agreement) may provide additional security for such Series of Bonds, such as, by way of example and not limitation, a Credit Facility or derivative agreement, and the other Bonds outstanding under the Master Trust Agreement shall have no right or interest in such additional security nor shall such Series of Bonds have any right or interest in any additional security pledged under any other Supplemental Trust Agreement, but all Bonds outstanding under the Master Trust Agreement shall have a parity pledge of and security interest in the Payments due under the Payment Agreements securing such Bonds and assigned by EDA to the Trustee for the equal and

proportionate benefit of all Bonds secured by and outstanding under the Master Trust Agreement. Except as to any additional security provided in the Supplemental Trust Agreements and as to any differences in the rate or rates of interest, the maturities or the provisions for redemption or purchase and except for such differences, if any, respecting the use of moneys in various accounts in the Debt Service Subfund, all Bonds (including any Series of Refunding Bonds authorized and issued under the Master Trust Agreement), shall be on a parity with and shall be entitled to the same benefit and security of the Master Trust Agreement regardless of their date of issue.

Bonds, including the Series 2021 Bonds, shall be executed substantially in the form and in the manner above set forth or as provided in the Master Trust Agreement and in the applicable Supplemental Trust Agreement and shall be deposited with the Bond Registrar for authentication, but before any Series of Bonds shall be delivered by the Bond Registrar, there shall be filed or deposited with the Bond Registrar, as appropriate, the following:

(a) an executed counterpart, or a copy, certified by the Secretary, of the Master Trust Agreement;

(b) an executed counterpart, or a copy, certified by the Secretary, of the applicable Supplemental Trust Agreement, fixing details of such Series of Bonds, approving a Credit Facility or derivative agreement, if any, approving the sale of such Series of Bonds to the purchasers thereof, and directing the authentication and delivery of such Series of Bonds to or upon the order of such purchasers upon payment of the purchase price therein set forth and any accrued interest thereon;

(c) an executed counterpart, or a copy, certified by the Clerk of the Board of Supervisors of the County and by the Secretary, of the applicable Payment Agreement;

(d) an opinion or opinions of counsel for EDA to the effect that (1) the Master Trust Agreement and the Supplemental Trust Agreement referred to in clause (b) above have each been duly authorized, executed and delivered by EDA, are in full force and effect and are valid and binding on EDA in accordance with their respective terms; (2) EDA has all necessary power and authority to apply the proceeds of such Series of Bonds to the Cost of the Project and other purposes described in the applicable Supplemental Trust Agreement; (3) the Payment Agreement referred to in clause (c) above has been duly authorized, executed and delivered by EDA, is in full force and effect, and is valid and binding on EDA in accordance with its terms, (4) the issuance of such Series of Bonds has been duly and validly authorized and all conditions precedent to the delivery of such Series of Bonds have been fulfilled and (5) no provision of such Series of Bonds or of the Supplemental Trust Agreement authorizing such Series of Bonds results in or constitutes a default under the Master Trust Agreement or any other Supplemental Trust Agreement, any Payment Agreement or any other material agreement, indenture or other instrument to which EDA is a party or by which EDA is or may be bound;

(e) an opinion or opinions of counsel for the County to the effect that (i) the Payment Agreement referred to in clause (c) above has been duly authorized, executed and delivered by the County, is in full force and effect and is valid and binding on the County in accordance with its terms and (ii) subject to the usual qualifications and exceptions, the express terms of the Payment Agreement providing that the County's obligation to make Payments to or for the account of the EDA on such dates and in such amounts as shall be sufficient for the EDA to make timely payment of (X) all amounts that may become due and payable on such Series of Bonds, (Y) all other amounts that may become payable under the terms of the Payment Agreement and (Z) all amounts payable under the Master Trust Agreement and the applicable Supplemental Trust

Agreement to the extent not provided for in the applicable Payment Agreement or other Payment Agreements or otherwise provided for, is valid and binding subject only to the appropriation by the Board of Supervisors of funds for the purpose of the County's making such Payments;

(f) a certificate signed by the Chairman or Vice Chairman of the EDA and a County Representative and dated the date of such issuance, to the effect that to the best of knowledge of the signer:

(1) upon and immediately following the issuance of such Series of Bonds, no Event of Default under the Master Trust Agreement or any Payment Agreement, and no event or condition which, with the giving of notice or lapse of time or both, would become an Event of Default under the Master Trust Agreement or any Payment Agreement, will have occurred and be continuing, or if such Event of Default or event or condition has occurred and is continuing, it will be cured upon the issuance of such Series of Bonds;

(2) all of the approvals, limitations, conditions and provisions precedent to the issuance of such Series of Bonds in accordance with the Enabling Act or otherwise have been obtained, observed, met and satisfied;

(g) except in the case of the first Series of Bonds issued under the Master Trust Agreement, written confirmation from each Rating Agency that the issuance of such Series of Bonds will not cause its Credit Rating on any Series of Bonds to remain outstanding immediately after such issuance to be lowered or withdrawn on account of the issuance of such Series of Bonds;

(h) a certificate of a County Representative, which may be based upon certificates of other County officials, to the effect that the sum of the proceeds of such Series of Bonds credited to the Project Account in the Construction Subfund, other amounts made and to be made available by the County and others, and the estimated investment income on all accounts in the Construction Subfund available for the purpose, is not less than the estimated total Cost of the Project; and

(i) any additional documents or opinions required by the provisions of the Supplemental Trust Agreement, any derivative agreement or an agreement with a Credit Bank or Insurer and any Credit Facility or insurance policy issued by an Insurer in respect of such Series of Bonds.

When the documents mentioned in paragraphs (a) to (i) above, inclusive, shall have been filed with the Bond Registrar and when such Series of Bonds shall have been executed and authenticated by the Bond Registrar upon the request of EDA, as required by the Master Trust Agreement, the Bond Registrar shall deliver such Series of Bonds to or upon the order of the purchasers named in the Supplemental Trust Agreement mentioned in paragraph (b) above, but only upon payment to the Bond Registrar, for the account of EDA, of the purchase price of such Series of Bonds and of any accrued interest thereon.

The proceeds (including accrued interest, if any) of such Series of Bonds, together with any other funds made available to EDA, shall be deposited by the Bond Registrar for the account of EDA, simultaneously with the delivery of such Series of Bonds, except as otherwise provided in the applicable Supplemental Trust Agreement, as follows:

(1) with the Trustee, to the credit of a special account in the Construction Subfund (the “Costs of Issuance Account”), an amount equal to the sum of the costs associated with the issuance of such Series of Bonds;

(2) with the Trustee, to the credit of a special account in the Debt Service Subfund (the “Accrued Interest Account”), an amount equal to the accrued interest, if any, on such Series of Bonds;

(3) with the Trustee, to the credit of a special account within the Debt Service Subfund (the “Capitalized Interest Account”), the amount, if any, provided in the applicable Supplemental Trust Agreement; and

(4) with the Trustee, to the credit of a special account in the Construction Subfund (the “Project Account”), the balance remaining after the foregoing deposits have been made.

### **Refunding Bonds (Section 209)**

Series of Refunding Bonds of EDA (“Refunding Bonds”) may also be issued from time to time under and secured by the Master Trust Agreement, subject to the conditions provided under this heading and under the heading “– Authorization and Issuance of Bonds” above for the purpose of providing funds, with any other available funds, for refunding all or any part of any Indebtedness then outstanding (including without limitation, Bonds and other indebtedness that may have been issued or incurred under the provisions of the Enabling Act and whether or not under the provisions of the Master Trust Agreement), including the payment of any redemption premium thereon and interest that will accrue on such Indebtedness to the redemption date or stated maturity date or dates and any expenses in connection with such refunding. Before any such Series of Refunding Bonds shall be issued, EDA shall enter into a Supplemental Trust Agreement authorizing the issuance of such Bonds and having the provisions required or permitted under the heading “– Authorization and Issuance of Bonds” above.

Such Refunding Bonds shall be deposited with the Bond Registrar for authentication, but before such Refunding Bonds shall be delivered by the Bond Registrar, there shall be filed with the Bond Registrar items comparable to those described in paragraphs (a) through (g) and (i) under the heading “– Authorization and Issuance of Bonds” above.

When (i) the items comparable to those described in paragraph (a) through (g) and (i) under the heading “– Authorization and Issuance of Bonds” above shall have been filed with the Bond Registrar, and (ii) the Refunding Bonds described in the applicable Supplemental Trust Agreement shall have been executed by EDA and authenticated by the Bond Registrar upon the request of EDA, as required by the Master Trust Agreement, the Bond Registrar shall deliver such Series of Bonds, at one time to or upon the order of the purchasers thereof, but only upon payment to EDA of the purchase price of such Bonds and any accrued interest thereon.

The proceeds of such Refunding Bonds (including accrued interest, if any) and any other funds made available by EDA shall be paid to the Bond Registrar for the account of EDA and applied simultaneously with the delivery of the Refunding Bonds or at the time the refunded Bonds or other Indebtedness is no longer deemed to be outstanding, as appropriate, as follows:

(1) to the credit of the Costs of Issuance Account with the Trustee, the estimated amount of the cost of issuing such Refunding Bonds;

(2) the accrued interest, if any, received as part of the proceeds of such Refunding Bonds shall be paid to the Trustee for deposit to the credit of the Accrued Interest Account in the Debt Service Subfund;

(3) an amount that, together with the interest that shall accrue on the Defeasance Obligations or other Investment Obligations acquired pursuant to this clause, shall be sufficient to pay the principal of and redemption premium, if any, and the interest on the Bonds to be refunded thereunder shall be paid to the Trustee or another suitable financial institution as escrow agent, for deposit to the credit of a special account, appropriately designated, to be held in trust by the Trustee or such other institution for the sole and exclusive purpose of paying such principal, redemption premium and interest; and money held for the credit of such account shall, as nearly as may be practicable and reasonable, be invested and reinvested by such Trustee, as directed by EDA, in Defeasance Obligations or other Investment Obligations that shall mature or be subject to redemption by the holder thereof at the option of such holder, at such time or times as shall be necessary or desirable to effectuate the purpose of such refunded indebtedness as stated in the applicable Supplemental Trust Agreement; and

(4) any balance of such proceeds shall be paid to the Trustee for deposit to the credit of the Debt Service Subfund.

If the Trustee determines that the balance of the credit of any subfund or account created pursuant to the Master Trust Agreement exceeds the amount required to be on deposit therein on account of all Bonds outstanding after the issuance of the Refunding Bonds, the excess may at the direction of a County Representative be transferred to the Debt Service Subfund.

#### **Redemption Date and Price (Section 301)**

The Bonds issued under the provisions of the Master Trust Agreement may be made subject to mandatory, extraordinary mandatory, extraordinary optional and optional redemption by EDA, either in whole or in part, and at such times and prices and on such terms and conditions as may be provided in the respective Supplemental Trust Agreements.

In addition, the Term Bonds are required to be redeemed to the extent of the Sinking Fund Requirements, if any, therefor established by the Supplemental Trust Agreement providing for the issuance thereof.

#### **Construction Subfund; Accounts (Section 401)**

The Master Trust Agreement establishes a special subfund within the County Facilities Project Fund designated "County Facilities Project Construction Subfund" to be held in trust by the Trustee. A separate account for each Series of Bonds issued pursuant to the Master Trust Agreement relating to the Costs of Project may be established (each a "Project Account"), in which case the provisions of the Master Trust Agreement shall apply to each such account as though it were the entire Construction Subfund. Additionally, a separate account for each Series of Bonds issued pursuant to the Master Trust Agreement relating to the costs of issuance of such Series of Bonds may be established (each a "Costs of Issuance Account"), in which case the provisions of the Master Trust Agreement shall apply to each such account as though it were the entire Construction Subfund.

Payment of the Cost of the Project(s) shall be made from the Construction Subfund.

**Payments from Construction Subfund (Section 402)**

(a) (1) Money in a Project Account shall be used solely to pay or reimburse the payment of any Costs of a Project and pending such use, may be invested, at the direction of a County Representative but in accordance with a schedule of estimated disbursements furnished by and updated from time to time by a County Representative, in Investment Obligations in accordance with the provisions relating to the depositing and investing of moneys in the Master Trust Agreement.

(2) All investment income resulting from the investment of a Project Account shall be credited to an applicable subaccount in the Project Account as realized and, except in the case of any moneys reserved to pay any Rebate Liability, transferred on or before each Deposit Day. A County Representative may direct the Trustee to transfer any moneys reserved to pay Rebate Liability to the Rebate Subfund in accordance with an applicable Supplemental Trust Agreement. Any losses resulting from the investment of the Project Account shall be charged first against the investment income to the credit of the applicable subaccount in the Project Account and then against the principal to the credit of the applicable Project Account.

(3) To withdraw funds to the credit of a Project Account to pay or reimburse the payment of Costs of any Projects for which, there shall be filed with the Trustee as a condition precedent to each disbursement a requisition, signed by a County Representative, stating, to the best knowledge of the signer, that (A) the obligation has been incurred by or is otherwise payable to pay Costs of a Project, (B) the item is a proper charge against the Project Account and (C) the obligation has not been the basis for a prior requisition which has been paid.

(4) If the maturities of all Bonds outstanding shall have been accelerated pursuant to the Master Trust Agreement, all of the money in any Project Account(s) shall be transferred to the Debt Service Subfund to be used for the payment of the principal amount and any accrued interest thereon of the Bonds for which such Project Account(s) relate to.

(b) (1) Money in the Costs of Issuance Account shall be used solely to pay or reimburse the Cost of issuance incurred in connection with the issuance of Bonds, and pending such use, may be invested, at the direction of a County Representative in Investment Obligations in accordance with the provisions relating to the depositing and investing of moneys in the Master Trust Agreement.

(2) All investment income resulting from the investment of the Costs of Issuance Account shall remain to the credit of such account. Any losses resulting from the investment of the Costs of Issuance Account shall be charged first against the investment income to the credit of the subaccount in the Costs of Issuance Account and then against the principal to the credit of the applicable Project Account.

(3) To withdraw funds to the credit of the Costs of Issuance Account to pay or reimburse the Cost of issuance, there shall be filed with the Trustee as a condition precedent to each disbursement a requisition in the form of an exhibit to the Master Trust Agreement, signed by a County Representative, stating that, to the best knowledge of the signer, (A) the obligation has been incurred by or is otherwise payable by the Fairfax County Board of Supervisors to pay the Costs of a Project, (B) the item is a proper charge against the Costs of Issuance Account and (C) the obligation has not been the basis for a prior requisition which has been paid.

### **Disposition of Construction Subfund Balance (Section 404)**

Any funds remaining within a Costs of Issuance Account established in connection with Bonds issued pursuant to the Master Trust Agreement shall, six months from the date of issuance of the applicable Series of Bonds, be transferred within the Construction Subfund to the Project Account pertaining to such Series of Bonds. Any funds remaining within a Costs of Issuance Account established in connection with Refunding Bonds issued pursuant to the Master Trust Agreement shall, six months from the date of issuance of such Refunding Bonds, be transferred to the Debt Service Subfund.

When a Project shall have been completed, which fact shall be evidenced to EDA by a Certificate of a County Representative, setting forth the date of such completion and also stating that requisitions have been made for the payment of all obligations that are payable from the Construction Subfund (the "Completion Date"), delivered to EDA, the balance in the Construction Subfund not reserved for the payment of any remaining part of the Cost of a Project completed and not required to be transferred to the Improvement Subfund for Rebate Liability shall be transferred to the Debt Service Subfund for the payment, purchase or redemption of Bonds in accordance with the provisions of the Master Trust Agreement. Such transfer shall be accompanied by an opinion of counsel nationally recognized as expert in tax matters relating to obligations of states and their political subdivisions to the effect that such proposed application of such balance will not adversely affect the federal income tax treatment of interest on any Bonds. Alternatively, if the applicable Supplemental Trust Agreement shall so provide, such balance may be applied to the Cost of another Project.

### **Establishment of Fund and Subfunds (Section 501)**

The Master Trust Agreement establishes a County Facilities Projects Fund as a discrete, enterprise fund of EDA. In addition to the Construction Subfund, the Master Trust Agreement establishes within County Facilities Projects Fund the Debt Service Subfund and the Improvement Subfund. The money in each of said subfunds shall be held in trust by the Trustee.

### **Funds Received (Section 502)**

Except as otherwise specifically provided by the Master Trust Agreement, all Pledged Revenues received by the Trustee shall be credited to the County Facilities Projects Fund and shall be subject to a lien and charge in favor of the Holders. Semi-annually, on or before each Deposit Day, the Trustee shall from moneys to the credit of the County Facilities Projects Fund: first, transfer to and set aside in the Debt Service Subfund, after first taking into account any accrued interest and capitalized interest deposited from the proceeds of any Bonds and any transfers from the Improvement Subfund, an amount equal to the interest due on the Bonds on the next Interest Payment Date, and an amount equal to the principal due on the Bonds on the next Principal Payment Date; and second, transfer into the Improvement Subfund the balance of such Pledged Revenues.

If on the Business Day next preceding an Interest Payment Date or a Principal Payment Date, moneys to the credit of the Debt Service Subfund are not sufficient to pay the principal and interest due and payable on the Bonds, the Trustee shall transfer from the Improvement Subfund if and to the extent money in the Improvement Subfund are available for such purpose an amount equal to the deficiency in the Debt Service Subfund or special account therein.

All Additional Payments received by Trustee from the County pursuant to a Payment Agreement with respect to Rebate Liability and Trust Agreement Expenses and late charges and any other moneys received by the Trustee pursuant to a Payment Agreement (other than Pledged Revenues and amounts received pursuant to insurance claims relating to certain irreparable damage to or condemnation of a

Project as specified in the applicable Payment Agreement) shall be deposited in the Improvement Subfund.

Any moneys transferred to the Trustee from the Construction Subfund as described under “Disposition of Construction Subfund Balance” above shall be deposited to a special account in the Debt Service Subfund and applied by the Trustee to the payment, purchase or redemption of Bonds in accordance with the written instructions of an EDA Representative.

#### **Application of Moneys in Debt Service Subfund (Section 503)**

Except as otherwise provided in the Master Trust Agreement, moneys in the Debt Service Subfund shall be used solely for the payment of the principal of and premium, if any, and the interest on the Bonds. On each Interest Payment Date the Trustee shall withdraw from and transfer such moneys to the Bond Registrar or Paying Agent who shall remit by mail to each registered owner the amounts required for paying the interest on such Bonds. On each Principal Payment Date the Trustee shall withdraw from and transfer such moneys to the Bond Registrar or Paying Agent, the amounts required for paying the principal of and premium, if any, on the Bonds.

The Trustee shall when directed by an EDA Representative purchase Bonds prior to maturity at prices not to exceed the principal amount of such Bonds. No such purchase shall be made within forty-five (45) days immediately preceding any Interest Payment Date on which the Bonds are subject to call for redemption except from moneys other than moneys set aside or deposited for the redemption of Bonds.

In the case of Bonds secured by a Credit Facility, amounts on deposit in the Debt Service Subfund may be applied as provided in the applicable Supplemental Trust Agreement to reimburse the Credit Bank for amounts drawn under such Credit Facility to pay the principal of and premium, if any, of interest on the Bonds.

#### **Application of Moneys in the Improvement Subfund (Section 504)**

Money held in the Improvement Subfund shall be set aside and disbursed by the Trustee in accordance with written instructions of an EDA Representative for the following purposes and, except as otherwise provided in the Master Trust Agreement, in the following order of priority: (i) for paying EDA’s Rebate Liability; (ii) for paying Trust Agreement Expenses; (iii) for transfer and deposit to the Debt Service Subfund; (iv) for paying or discharging any other EDA Liabilities not otherwise paid or provided for; and (v) for paying for repairs or maintenance of the applicable Project caused by some extraordinary occurrence, all in accordance with any applicable Payment Agreement.

#### **Disposition of Subfund Balances (Section 507)**

After provision shall be made for the payment of all outstanding Bonds issued under the Master Trust Agreement, including the interest thereon, and for the payment of all other obligations, expenses and charges required to be paid under or in connection with the Master Trust Agreement, the Trustee shall pay all amounts in any Subfund then held by it under the Master Trust Agreement to the County.

#### **Investment of Moneys (Section 602)**

Moneys held for the credit of the Improvement Subfund and the Construction Subfund shall, as nearly as may be practicable, be invested and reinvested in Investment Obligations that shall mature, or that shall be subject to redemption at the option of the holder thereof, at the times required.

Moneys held for the credit of the Debt Service Subfund shall, as nearly as may be practicable, be invested and reinvested in Investment Obligations that shall mature, or that shall be subject to redemption at the option of the holder thereof, not later than the respective dates when the moneys held for the credit of said Subfund will be required for the purposes intended.

#### **Valuation (Section 603)**

For the purpose of determining the amount on deposit to the credit of any such Subfund or account, obligations in which money in such Subfund or account shall have been invested shall be valued at amortized cost.

The Trustee shall value the Investment Obligations in the Subfunds and accounts held by it at least once in every Bond Year and report such balances to EDA and the County. In addition, the Investment Obligations shall be valued by the Trustee at any time requested by an EDA Representative on reasonable notice (which period of notice may be waived or reduced by the Trustee); provided, however, that the Trustee shall not be required to value the Investment Obligations more than once in any calendar month.

#### **Payment of Principal, Interest and Premium (Section 701)**

EDA covenants to cause to be paid, when due, the principal of and the premium, if any, and the interest on the Bonds at the places, on the dates and in the manner provided in the Master Trust Agreement.

The Bonds are payable solely from Pledged Revenues derived by EDA from applicable Payment Agreements and other money pledged under the Master Trust Agreement. The Bonds shall not be deemed to constitute a pledge of the faith and credit of the State or of any political subdivision thereof, including EDA and the County. Neither the faith and credit of the State nor the faith and credit of EDA or the County are pledged to the payment of the principal of or premium, if any, or interest on the Bonds, and the issuance of the Bonds shall not directly, indirectly or contingently obligate the State or the County to levy any taxes whatever therefor or to make any appropriation for their payment except from the revenues and receipts provided for their payment under the Master Trust Agreement.

#### **Covenant to Perform of EDA (Section 702)**

EDA covenants to perform at all times all of its covenants, undertakings and agreements contained in the Master Trust Agreement and in any Bond executed, authenticated and delivered under the Master Trust Agreement.

#### **Covenants with Credit Banks, Insurers, etc. (Section 703)**

EDA may make covenants as it may in its sole discretion determine to be appropriate with any Insurer, Credit Bank or other financial institution that shall agree to insure or to provide for Bonds of any one or more Series credit- or liquidity-support that shall enhance the security or the value of such Bonds.

#### **Further Instruments and Actions (Section 704)**

At the request of the Trustee, the Bond Register or any other Trustee, EDA covenants to execute and deliver such further instruments or take such further actions as may be required to carry out the purposes of the Master Trust Agreement.

### **Request of County to Appropriate (Section 705)**

EDA covenants that it shall, through its EDA Representative, request the County annually, for each fiscal year and for so long as any Bonds of any Series shall be outstanding, to budget, appropriate and pay to the Trustee an amount equal to the Basic Payments payable by the County under the applicable Payment Agreements in such fiscal year. EDA also hereby covenants that it shall, through its EDA Representative, request the County annually, for each fiscal year and for so long as any Bonds of any Series shall be outstanding, to budget, appropriate and pay to the Trustee or otherwise an amount equal to the estimated Additional Payments payable by the County under the Payment Agreements in such fiscal year.

### **Event of Default (Section 801)**

An “Event of Default” includes (i) payment of any installment of interest on and payable, whether at maturity or by proceedings for redemption or pursuant to a Sinking Fund Requirement or otherwise, on any Bonds shall not be made when due; (ii) payment of the principal or redemption premium, if any, of any Bonds shall not be made when due; (iii) an event of default under a Payment Agreement as specified therein; (iv) default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Master Trust Agreement or any Supplemental Trust Agreement for ninety (90) days after receipt by EDA of a written notice from the Trustee or Holders of a majority in aggregate principal amount of Bonds then outstanding specifying such default and requiring the same to be remedied, provided that no Event of Default under the provisions of clause (iv) shall occur so long as EDA is acting in good faith to cure the default and such default is curable by such action. No Event of Default shall be deemed to have occurred under (i) or (ii) above where no event of default shall have occurred and be continuing under the applicable Payment Agreement.

If EDA is unable in whole or in part to carry out any of its agreements by reason of force majeure contained in the Master Trust Agreement applicable under clause (iv) above due to any cause, circumstance or event that is not reasonably foreseeable and that is not within the control of the EDA, then such failure by EDA shall not be deemed an Event of Default during the continuance of such inability, including a reasonable time for the removal of the effect thereof.

The term “force majeure” means any cause, circumstance or event that is not reasonably foreseeable and that is not within the control of EDA, including, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; war; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; droughts; floods; washouts; arrests; restraint of government and people; explosions, breakage, malfunction of or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; or shortages of or inability to obtain labor, materials, supplies or transportation.

### **Acceleration of Maturities (Section 802)**

Upon the happening and continuance of any Event of Default specified in (i) or (ii) under the heading “– Event of Default” above, the Trustee may, and upon the written request of the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding shall, declare the principal of all of the Bonds then outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, subject to the right of EDA to cure such default as provided in the Master Trust Agreement.

**Enforcement of Remedies (Section 803)**

Upon the happening and continuance of any Event of Default specified in the Master Trust Agreement, then and in every such case the Trustee may proceed, and upon the written request of the Holders of not less than a majority in aggregate principal amount of Bonds then outstanding shall proceed, to protect and enforce its rights and the rights of the Holders under the laws of the State or under the Master Trust Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained in the Master Trust Agreement or in aid of execution of any power granted in the Master Trust Agreement or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel chosen by the Trustee or by such Holders, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under the Master Trust Agreement, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any Event of Default becoming and remaining due from EDA for principal, interest or otherwise under any of the provisions of the Master Trust Agreement or of the Bonds, together with interest on overdue payments of principal at the rate or rates of interest payable on any Bonds outstanding and all costs and expenses of collection and of all proceedings under the Master Trust Agreement, without prejudice to any other right or remedy of the Trustee or of the Holders and to recover and enforce any judgment or decree against EDA, but solely as provided in the Master Trust Agreement, for any portion of such amounts remaining unpaid and interest, costs and expenses as above provided, and to collect (but solely from money available for such purposes), in any manner provided by law, the money adjudged or decreed to be payable.

**Control of Proceedings by Holders (Section 806)**

Holders of a majority in aggregate principal amount of Bonds then outstanding shall have the right, subject to the provisions of the Master Trust Agreement, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee under the Master Trust Agreement, provided that such direction shall be in accordance with law and the provisions of the Master Trust Agreement.

**Notice of Event of Default (Section 811)**

The Trustee shall provide to all Holders at their addresses as they appear on the registration books written notice of the occurrence of any Event of Default within thirty (30) days after the Trustee shall have notice of the same, that any such Event of Default shall have occurred.

**Rights of Credit Bank and Insurer (Section 813)**

Until EDA has reimbursed a Credit Bank or any Insurer for amounts paid under a Credit Facility or under an insurance policy to pay the interest on or the principal of any Bonds, such Bonds shall be deemed to be outstanding and such Credit Bank or Insurer shall succeed to the rights and interests of the Holders to the extent of the amounts paid under the Credit Facility or insurance policy until such amount has been reimbursed and upon presentation to the Bond Registrar, such Bond shall be registered in the name of the Credit Bank or Insurer or its nominee.

**Supplemental Agreements Without Consent of Holders (Section 1101)**

EDA may enter into such supplements and amendments to the Master Trust Agreement as shall be consistent with the terms and provisions of the Master Trust Agreement: (a) to cure any ambiguity or

formal defect or omission, or to correct or supplement any provision that may be inconsistent with any other provision of the Master Trust Agreement; or (b) to grant to or confer upon the Holders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders; or (c) to add to the conditions, limitations and restrictions thereafter to be observed by EDA under the provisions of the Master Trust Agreement; or (d) to add to the covenants and agreements of EDA in the Master Trust Agreement other covenants and agreements thereafter to be observed by EDA or to surrender any right or power reserved to or conferred upon EDA in the Master Trust Agreement; or (e) to provide for the issuance of Bonds and to provide for such other related matters as may be required or contemplated by or appropriate under the Master Trust Agreement; or (f) to make change necessary to comply with the requirements of any Rating Agency rating the Bonds; or (g) to make any other change that, in the judgment of EDA and the Trustee, would not materially adversely affect the security for the Bonds.

#### **Modification of Agreements with Consent of Holders (Section 1102)**

All other supplemental agreements require the written consent of Holders of not less than a majority in aggregate principal amount of Bonds then Outstanding that will be affected thereby provided, however, that no supplemental agreement shall permit (a) an extension of the maturity of the principal of or the interest on any Bonds issued under the Master Trust Agreement, or (b) a reduction in the principal amount of any Bonds or the redemption premium or the rate of interest thereon, or (c) the creation of a pledge or lien on the moneys credited to the Debt Service Subfund or the Construction Subfund other than the pledge and lien created by the Master Trust Agreement, or (d) a preference or priority of any Bonds over any other Bonds, or (e) a reduction in the aggregate principal amount of Bonds required for consent to such supplemental agreement.

#### **Supplements and Amendments to the Payment Agreements Not Requiring Holders Consent (Section 1201)**

EDA may enter into supplements and amendments to Payment Agreements as it shall deem not adverse to the interests of the Holders of the applicable Series after thirty (30) days' prior notice to, but without the consent of, the Trustee. From time to time and at any time, EDA may enter into other supplements and amendments to such agreements, and the Trustee may consent to such amendments and supplements to such agreements as shall not, in the judgment of the Trustee, be materially adverse to the interests of the Holders of the applicable Series, (a) to cure any ambiguity or formal defect or omission in of such agreements or in any supplement or amendment thereto, or (b) to grant to or confer upon EDA or the Trustee, for the benefit of the Holders of the applicable Series, any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders of the applicable Series or EDA or the Trustee, or (c) to make any other change in either of such agreements, provided only that no such change shall be made to a Payment Agreement relating to Payments that would, in the judgment of the Trustee, be materially adverse to the interests of the Holders. Amendments or supplements to Payment Agreements pursuant to this paragraph may be made without the consent of the Holders.

#### **Supplements and Amendments to the Payment Agreements Requiring Holders' Consent (Section 1202)**

All other supplements or amendments to Payment Agreements require the consent of the Holders of more than a majority in aggregate principal amounts of the Bonds then outstanding in the same manner as provided for in the case of supplements and amendments to the Master Trust Agreement.

**Defeasance (Section 1301)**

When (a) the Bonds secured by the Master Trust Agreement have become due and payable in accordance with their terms or otherwise as provided in the Master Trust Agreement, and (b) the whole amount of the principal and the interest and premium, if any, so due and payable upon all Bonds shall be paid or if the Trustee, the Bond Registrar or any Paying Agent shall hold sufficient moneys or Defeasance Obligations the principal of and the interest on which, when due and payable, will provide sufficient moneys to pay the principal of, and the interest and redemption premium, if any, on all Bonds then outstanding to the maturity date or dates of such Bonds or dates fixed for Sinking Fund Redemption or to the date or dates specified for the optional redemption thereof, (c) if Bonds are to be called for redemption, irrevocable instructions to call the Bonds for redemption shall have been given by EDA and (d) sufficient funds shall also have been provided or provision made for paying all other obligations payable hereunder by EDA, then and in that case the right, title and interest of the Holders in the Subfunds mentioned in this Trust Agreement shall thereupon cease, determine and become void and, on demand of EDA and upon being furnished with an opinion, in form and substance satisfactory to the Trustee, of counsel approved by the Bond Registrar, to the effect that all conditions precedent to the release of the Master Trust Agreement have been satisfied, the Trustee shall release the Master Trust Agreement and shall execute such documents to evidence such release as may be reasonably required by EDA and shall turn over surplus in any and all balances remaining in all Subfunds, other than moneys held for the redemption or payment of Bonds. Otherwise, the Master Trust Agreement shall, continue and remain in full force and effect; provided, that, in the event Defeasance Obligations shall be deposited with and held by the Bond Registrar or any Trustee or Paying Agent as hereinabove provided, (i) in addition to the requirements set forth in the Master Trust Agreement, the EDA, within thirty (30) days after such moneys or Defeasance Obligations shall have been deposited with it, shall cause a notice signed by the Bond Registrar to be mailed to all Holders setting forth (a) the date or dates, if any, designated for the redemption of the Bonds, (b) the deposit of such moneys or Defeasance Obligations so held by it, and (c) that the Master Trust Agreement has been released in accordance with the provisions described under this heading, and (ii) the Bond Registrar shall retain such rights, powers and privileges under the Master Trust Agreement as may be necessary and convenient for the registration, transfer and exchange of Bonds.

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## FIFTH SUPPLEMENTAL TRUST AGREEMENT

### **Application of the Proceeds of the Series 2021 Bonds (Section 2.04)**

The proceeds (including any premium) of the Series 2021 A Bonds shall be applied by the Trustee simultaneously with the delivery of the Series 2021 A Bonds as follows:

(A) with the Trustee, to the credit of a special account in the Construction Subfund (the “2021 A Costs of Issuance Account”), the amount equal to the sum of the costs associated with the issuance of such Series 2021 A Bonds; and

(B) with the Trustee, to the credit of a special account in the Construction Subfund for purposes of the constructing and equipping of the Project (the “2021 A Project Account”) the balance remaining after the foregoing deposit has been made.

The proceeds (including any premium) of the Series 2021 B Bonds shall be applied by the Trustee simultaneously with the delivery of the Series 2021 B Bonds as follows:

(A) with the Trustee, to the credit of a special account in the Construction Subfund (the “2021 B Costs of Issuance Account”), an amount equal to the sum of the costs associated with the issuance of such Series 2021 B Bonds; and

(B) with an escrow agent, to the credit of the Escrow Fund pursuant to the terms of an Escrow Deposit Agreement an amount required, together with other available funds, to refund the [Refunded 2012 A Bonds].

The proceeds (including any premium) of the Series 2021 C Bonds shall be applied by the Trustee simultaneously with the delivery of the Series 2021 C Bonds as follows:

(A) with the Trustee, to the credit of a special account in the Construction Subfund (the “2021 C Costs of Issuance Account”), an amount equal to the sum of the costs associated with the issuance of such Series 2021 C Bonds; and

(B) with an escrow agent, to the credit of the Escrow Fund pursuant to the terms of an Escrow Deposit Agreement an amount required, together with other available funds, to refund the [Refunded 2012 A Laurel Hill Bonds, the Refunded 2014 A Bonds and Refunded 2017 B Bonds].

The proceeds (including any premium) of the Series 2021 D Bonds shall be applied by the Trustee simultaneously with the delivery of said Series 2021 D Bonds as follows:

(A) with the Trustee, to the credit of a special account in the Construction Subfund (the “2021 D Costs of Issuance Account”), \$ \_\_\_\_\_, being an amount equal to the sum of the costs associated with the issuance of such Series 2021 D Bonds; and

(B) [to be revised for multiple escrow agreements, depending on actual bonds to be refunded] with the Escrow Agent, to the credit of the Escrow Fund established pursuant to the terms of an Escrow Deposit Agreement for the purpose of refunding the Bonds to be Refunded, dated as of \_\_\_\_\_, 2021, between U.S. Bank National Association, as escrow agent, and EDA, being the balance remaining (\$ \_\_\_\_\_) after the foregoing deposits have been made.

### **Redemption Provisions of the Series 2021 Bonds (Section 3.01)**

*Mandatory Sinking Fund Redemption.* The Series 2021 Term Bonds shall be called for redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement and in the Fifth Supplemental Trust Agreement hereof, in part, on each October 1st set forth therein in the principal amounts equal to the respective Sinking Fund Requirements therefor set forth in the forepart of this Official Statement under “THE SERIES 2021 BONDS – Redemption of the Underwritten Series 2021 Bonds” (less the principal amount of any such Term Bonds retired by purchase and otherwise subject to adjustment as provided in the Fifth Supplemental Trust Agreement) from moneys in the Debt Service Subfund at a redemption price equal to par plus accrued interest thereon to the date fixed for redemption.

At its option, to be exercised not less than forty-five (45) days prior to each such applicable Principal Payment Date, the EDA may (a) deposit monies with the Trustee to be used to purchase Series 2021 Bonds, or direct the Trustee to cause money in the Debt Service Subfund to be used for such purchases, at a price not exceeding the principal amount thereof plus accrued interest to such applicable Principal Payment Date, or (b) receive a credit against the Sinking Fund Requirements for Series 2021 Bonds which prior to such date have been purchased by the EDA and presented to the Trustee for cancellation or redeemed (otherwise than in satisfaction of prior Sinking Fund Requirements) and canceled by the Trustee and, in either case, not theretofore applied as a credit against any Sinking Fund Requirement. Each such Series 2021 Term Bond so purchased, delivered or previously redeemed will be credited by the Trustee at 100% of the principal amount thereof against the current Sinking Fund Requirement with respect to Series 2021 Bonds due on the same date as the Term Bond so purchased, delivered or previously redeemed and canceled. Any excess over such current Sinking Fund Requirement will be credited against the future Sinking Fund Requirements of Term Bonds with the same maturity date in such manner as the EDA shall determine, and the principal amount of such Series 2021 Bonds with such maturity date to be redeemed by mandatory sinking fund redemption will be reduced accordingly.

*Make-Whole Optional Redemption.* The Series 2021 C Bonds maturing on and before October 1, 20\_\_, are subject to redemption at the option of EDA, in whole or in part, on any business day, 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 2021 C Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2021 C Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2021 C Bonds are to be redeemed, discounted to the date on which the Series 2021 C 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 0.\_\_\_\_%; plus in each case, accrued and unpaid interest on the Series 2021 C 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 2021 C 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 2021 C 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 2021 C 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 2021 C Bond to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life of the Series 2021 C Bond to be redeemed.

“Comparable Treasury Price” means, with respect to any redemption date for a particular Series 2021 C 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 EDA.

“Reference Treasury Dealer” means each of the four firms, specified by EDA from time to time, that are primary United States government securities dealers in the City of New York (each a “Primary Treasury Dealer”); provided, however, that if any of them ceases to be a Primary Treasury Dealer, EDA 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 2021 C 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 2021 C Bonds to be redeemed pursuant to the provisions described under “‘Make-Whole’ Optional Redemption” will be determined by an independent accounting firm, investment banking firm or financial advisor retained by EDA to calculate such redemption price. EDA 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.

*Optional Redemption.* (1) The Series 2021 C Bonds which are stated to mature after October 1, 20\_\_, are subject to redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement, at the option of EDA, from any money that may be made available for such purpose, either in whole or in part, as determined by the EDA, on any date not earlier than October 1, 20\_\_, at a Redemption Price equal to 100% of the Series 2021 C Bonds to be redeemed, together with the interest

accrued thereon to the date fixed for redemption. (2) The Series 2021 C Bonds which are stated to mature after October 1, 20\_\_, are subject to redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement, at the option of EDA, from any money that may be made available for such purpose, either in whole or in part, as determined by the EDA, on any date not earlier than October 1, 20\_\_, at a Redemption Price equal to 100% of the Series 2021 C Bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption.

*Extraordinary Optional Redemption.* The Series 2021 Bonds are subject to extraordinary optional redemption, in whole or in part, on any date at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, upon the exercise by the County of its option to prepay the Purchase Price pursuant to the Contract when the following events occur [NTD: entire text under this heading is a placeholder to be revised]:

(1) Circumstances Under Which County May Not Repair Damage. In the event that the [2021 Public Works Project] or any portion thereof is destroyed by fire or other casualty, the County may within 90 days after such damage or destruction, elect by written notice to EDA not to repair, reconstruct or restore the [2021 Public Works Project] provided that the Net Proceeds of insurance payable as a result of such damage or destruction together with other moneys held for the payment of or as security for the Series 2021 A Bonds and any additional sums paid by the County are sufficient to provide for Payment of the Series 2021 A Bonds. In such event the County shall, in its notice of election to EDA, state that such Net Proceeds and other moneys, if any, shall be applied to reduce the County's obligation under the Contract or if applicable defease the lien of the Fifth Supplemental Trust Agreement in accordance with its terms and such Net Proceeds shall be paid to EDA for such purpose.

In the event that the 2012 A Bonds Properties or any portion thereof is destroyed by fire or other casualty, the County may within 90 days after such damage or destruction, elect by written notice to EDA not to repair, reconstruct or restore the 2012 A Bonds Properties, provided that the Net Proceeds of insurance payable as a result of such damage or destruction together with other moneys held for the payment of or as security for the Series 2021 A Bonds and any additional sums paid by the County are sufficient to provide for payment of the Series 2021 A Bonds or portion thereof. In such event the County shall, in its notice of election to EDA, state that such Net Proceeds and other moneys, if any, shall be applied to reduce the County's obligation under the Contract or if applicable defease the lien of the Fifth Supplemental Trust Agreement in accordance with its terms and such Net Proceeds shall be paid to EDA for such purpose.

(2) Condemnation. If the County shall determine in accordance with the provisions of the Contract that the utility of the Lewinsville Property, cannot be maintained, restored or replaced following a taking, the net proceeds payable as a result of such taking shall be paid for the account of EDA to the Trustee and the County shall pay to the Trustee for the account of EDA such additional amount as shall be required, together with such net proceeds and all amounts held under the Master Trust Agreement and the Fifth Supplemental Trust Agreement and available for the purpose, for the payment of the Payment of the Series 2021 A Bonds.

To exercise such option, the County will give written notice to the EDA, and to the Trustee, and shall provide therein a specific direction to EDA to apply such prepayment to the purchase and cancellation, redemption, or defeasance of the Series 2021 A Bonds or Series 2021 B Bonds [or Series 2021 C Bonds], as applicable, in accordance with their terms. The date provided as to when such prepayment is to occur may not be less than 45 days from the date such notice is mailed, and in case of a redemption of the Series 2021 Bonds in accordance with the provisions of the Fifth Supplemental Trust Agreement shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Upon receipt by the EDA of the Purchase Price from the County, the EDA will release the

County from its obligation under the Contract or if such prepayment is only a partial amount of the amount owed under the Contract the County's obligations under the Contract will be reduced as provided therein. [end of placeholder]

#### **Payment of Principal, Interest and Premium (Section 7.01)**

EDA shall cause to be paid, when due, the principal of (whether at maturity, by call for redemption or otherwise) and the premium, if any, and the interest on the Series 2021 Bonds at the places, on the dates and in the manner provided in the Fifth Supplemental Trust Agreement and in the Series 2021 Bonds according to the true intent and meaning thereof.

The Series 2021 Bonds are payable, on a parity with any other outstanding Bonds, solely from Pledged Revenues derived by EDA from the Contract and other money pledged under the Master Trust Agreement and the Fifth Supplemental Trust Agreement, including in particular amounts credited to the Series 2021 A Project Account until paid out in accordance with the provisions of the Master Trust Agreement. The Series 2021 Bonds issued under the Fifth Supplemental Trust Agreement and the Master Trust Agreement shall not be deemed to constitute a debt or pledge of the faith and credit of the State or of any political subdivision thereof, including EDA and the County. Neither the faith and credit nor the taxing power of the State or EDA or the County or any other political subdivision is pledged to the payment of the principal of or premium, if any, or interest on the Series 2021 Bonds, and the issuance of the Series 2021 Bonds shall not directly or indirectly or contingently obligate the State or the County to levy any taxes whatever therefor or to make any appropriation for their payment except from the revenues and receipts provided for their payment under the Master Trust Agreement and the Fifth Supplemental Trust Agreement. EDA has no taxing power.

#### **Request of County to Appropriate (Section 7.02)**

EDA covenants that it shall, through an EDA Representative, request the County annually, for each fiscal year following the issuance of the Series 2021 Bonds to budget, appropriate and pay to the Trustee an amount equal to the Basic Payments payable by the County under the Contract in such fiscal year. EDA also covenants that it shall, through an EDA Representative, request the County, annually for each fiscal year following the issuance of the Series 2021 Bonds, to budget, appropriate and apply as provided in the Contract, the Fifth Supplemental Trust Agreement and the Master Trust Agreement an amount equal to the estimated Additional Payments payable by the County under the Contract in such fiscal year. Alternatively, the EDA, through an EDA Representative, may request the County to include as a single line item in its annual budget an item designated "Basic and Additional Payments – Master Trust Agreement" in an amount not less than an amount sufficient, in the judgment of the County, to make all payments scheduled to become due, and pay all other amounts payable by the County, pursuant to the Contract and all other Payment Agreements during such fiscal year.

#### **Tax Covenants (Section 7.03)**

EDA covenants that it will not take any action that would, or fail to take any action which failure would, cause interest on the Series 2021 A Bonds and Series 2021 B Bonds to become includable in gross income for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder.

(a) As of a date not later than five years after the issue date of the Series 2021 A Bonds and the Series 2021 B Bonds (the "Initial Installment Computation Date"), and at least once every five years thereafter, the EDA shall cause the Rebate Liability to be computed and will deliver a copy of the calculation of the Rebate Liability to the Trustee. Amounts paid for the purpose of funding the Rebate

Liability, or otherwise made available therefor, shall be deposited by the Trustee in the Improvement Subfund.

(1) no later than sixty (60) days after each Initial Installment Computation Date, EDA shall pay, or direct the Trustee to pay from amounts in the Improvement Subfund, to the United States of America at least ninety percent (90%) of the Rebate Liability as calculated with respect to such installment computation date;

(2) no later than sixty (60) days after the installment computation date that is the fifth anniversary of the Initial Installment Computation Date and no later than sixty (60) days after every fifth anniversary date thereafter until final payment of the Series 2021 A Bonds and Series 2021 B Bonds, EDA shall direct the Trustee to pay from amounts in the Improvement Subfund transferred from the Construction Subfund and payments received pursuant to the Contract for Rebate Liability purposes, to the United States of America not less than the amount, if any, by which ninety percent (90%) of the Rebate Liability set forth in the most recent Rebate Liability calculation exceeds the aggregate of all such payments theretofore made to the United States of America with respect to the Series 2021 A Bonds and the Series 2021 B Bonds ;

(3) no later than sixty (60) days after final Payment of the Series 2021 A Bonds and the Series 2021 B Bonds, EDA shall pay, or direct the Trustee to pay from amounts in the Improvement Subfund, to the United States of America the amount, if any, by which 100% of the Rebate Liability calculated with respect to the date of final payment of the Series 2021 A Bonds and the Series 2021 B Bonds exceeds the aggregate of all payments theretofore made.

(b) EDA represents that it will instruct the Trustee as to the final application of the amounts in the Improvement Subfund to the make payments to the United States of America of all or a portion of the Rebate Liability on such dates or amounts in order for the EDA to comply with the conditions in the Fifth Supplemental Trust Agreement.

All such payments shall be made by, or at the direction of, an EDA Representative from any legally available source, including moneys in the Improvement Subfund.

No such Rebate Liability payment need be made if EDA receives and delivers to the Trustee an opinion of bond counsel to the effect that such payment (1) is not required under the Code to prevent the Series 2021 A Bonds and Series 2021 B Bonds from becoming “arbitrage bonds” within the meaning of Section 148 of the Code, or (2) may or should be calculated and paid on some alternative basis under the Code, and EDA complies with such alternative basis.

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## **THE INSTALLMENT PURCHASE CONTRACT**

### **Agreement to Issue the Series 2021 Bonds (Section 2.01)**

At the request of the County, EDA agrees that it will use its best efforts to issue, sell and deliver to the purchasers thereof at one time or from time to time (i) the Series 2021 A Bonds pursuant to Section 208 of the Trust Agreement for the purpose of paying the Cost of the 2021 Public Works Project, (ii) the Series 2021 B Bonds to finance the refunding of the [Refunded 2012 A Bonds], (iii) the Series 2021 C Bonds to finance the refunding of [the Refunded 2012 A Laurel Hill Bonds, the Refunded 2014 B Bonds, and the Refunded 2017 B Bonds], (iv) the Series 2021 D Bonds to finance the refunding of [the Refunded 2014 A Bonds], (v) additional Bonds pursuant to the Trust Agreement for the purpose of paying all or any portion of the Cost of the 2021 Public Works Project in excess of the funds available for the purpose from the proceeds of the Series 2021 A Bonds or (vi) refunding Bonds pursuant to the Trust Agreement for the purpose of refunding any Series 2021 Bonds or additional Bonds issued under (v) above or a combination of such purposes. The proceeds of the Series 2021 Bonds are to be delivered to the Trustee for application in accordance with the Trust Agreement and the Fifth Supplemental Trust Agreement.

### **No Sufficiency Warranty by EDA; Limited Liability of County (Section 2.03)**

The EDA does not make any warranty, either express or implied, that the money that will be paid into the Construction Subfund or any account therein will be sufficient to pay the Cost of the 2021 Public Works Project. The obligation of the County under the Contract to pay the Cost of the 2021 Public Works Project will be limited to the proceeds of the Series 2021 A Bonds, and any additional Bonds described above deposited to the credit of the 2021 A Project Account in the Construction Subfund, the investment earnings thereon and any other investment earnings on the funds and accounts held by the Trustee under the Trust Agreement and transferred to the 2021 A Project Account in the Construction Subfund. The County agrees, however, that if, after exhaustion of the moneys in the Construction Subfund, the County should pay or cause to be paid any portion of the Cost of the 2021 Public Works Project, it shall not be entitled to any reimbursement therefor from EDA or from the Trustee (other than from the proceeds of any such additional Bonds), or diminution or postponement of the payments to be made pursuant to the Contract.

### **Sale of the Projects (Article III)**

EDA agrees to sell to the County, and the County agrees to purchase from EDA, on the Effective Date, the Projects.

### **Payments (Section 4.01)**

The County shall pay to EDA the Purchase Price of the Project in installments, with Interest thereon, in accordance with the provisions of the Contract. The Purchase Price and Interest thereon shall be paid as Basic Contract Payments in the amounts and manner that will allow EDA to pay timely the debt service on the Series 2021 Bonds.

The County may prepay the Purchase Price, in whole or in part, on not less than forty-five (45) days' written notice to EDA, accompanied by a specific direction to EDA to apply such prepayment to the purchase and cancellation, redemption or defeasance of any Bonds. Upon such purchase and cancellation, redemption or defeasance, EDA shall credit the principal amount of the Bonds so cancelled, redeemed or defeased against the Purchase Price and reduce the Basic Contract Payments otherwise payable by an amount equal to the sum of (i) the principal amount of the Bonds so purchased and

cancelled, redeemed or defeased, (ii) the interest on the Bonds so purchased and cancelled, redeemed or defeased and as a result of such prepayment and (iii) the interest that would have accrued on such Bonds so redeemed or defeased but for such prepayment and redemption or defeasance.

EDA shall credit appropriately against the Purchase Price and Interest and reduce the Basic Contract Payments otherwise payable on each Due Date by the amount of any investment income (a) realized from the investment and reinvestment of Bond proceeds and Basic Contract Payments or other amounts or reserves derived from Bond proceeds or Basic Contract Payments and set aside or pledged to the Bonds and (b) applied, or to be applied, to the payment of principal or interest and any redemption premiums on Bonds.

The County shall also pay to or for the account of EDA as Additional Contract Payments all other amounts (other than Basic Contract Payments) payable by the County to EDA under the Contract, including fees and expenses of the Trustee, the Bond Registrar, any depository, any Paying Agent, and the EDA.

On the Closing Date, the County shall deliver to EDA the County's Subordinate Sewer Revenue Bond, Series 2021A (the "Subordinate Sewer Revenue Bond"), in the principal amount of \$\_\_\_\_\_, representing the County Wastewater System's obligation to reimburse the County for its allocable share of the capital cost of the 2021 Public Works Project. The Subordinate Sewer Revenue Bond shall not be pledged to the repayment of the Series 2021 A Bonds, but EDA shall transfer any payments timely received on the Subordinate Sewer Revenue Bond to the Trustee and shall credit such payments against a like amount of Basic Payments otherwise due hereunder with respect to the Series 2021 A Bonds.

#### **Net Contract (Section 4.04)**

The County shall pay to EDA all Contract Payments payable to EDA free of any abatement, charges, counterclaims, assessments, set-offs, offsets, impositions or deductions. Under no circumstances or conditions shall EDA be expected or required to make any payment of any kind with respect to the Properties or be under any obligation or liability except as provided in the Contract and the Trust Agreement. The County shall pay directly all costs of operating, maintaining and repairing the Properties, including the costs and expenses for sewer, water, gas, electric, telephone, fuel and other utilities used or consumed in or at the Properties.

#### **Late Charges (Section 4.05)**

In the event that payment of any (i) Basic Contract Payment becomes overdue for one business day beyond the date on which it is due or (ii) Additional Contract Payments become overdue for forty-five (45) days, the sums so overdue shall be payable with interest at the Late Charge Rate (computed on a 360-day year).

#### **Obligations of County Subject to Appropriation (Section 4.06)**

The obligations of the County to make any payments under the Contract are contingent upon the appropriation for each fiscal year by the Board of Supervisors of the County of funds from which such Contract Payments can be made. The County shall not be liable for any amounts that may be payable pursuant to the Contract unless and until such funds have been so appropriated for payment and then only to the extent thereof. The County and the EDA understand that nothing in the Contract shall be deemed to obligate the Board of Supervisors of the County to appropriate any sums on account of any Contract Payments to be made by the County under the Contract. The Contract shall not constitute a pledge of the

full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the State.

**County Budget (Section 4.07)**

The County Executive shall include as a separate line item in each annual budget of revenues and disbursements presented to the Board of Supervisors an item designated “Series 2021 County Facilities Projects Payments” in an amount not less than an amount sufficient, in the judgment of the County Executive, to make the Contract Payments and pay all other amounts payable during such fiscal year by the County pursuant to the Contract. Alternatively, the County Executive may include as a single line item in each annual budget of revenues and disbursements presented to the Board of Supervisors an item designated “Basic and Additional Payments – Master Trust Agreement” in an amount not less than an amount sufficient, in the judgment of the County Executive, to make all Payments scheduled to become due, and pay all other amounts payable by the County, pursuant to the Contract and all other Payment Agreements referred to in the Master Trust Agreement during such fiscal year.

**County’s Obligation to Maintain and Repair the Properties (Section 5.01)**

The County, at its sole cost and expense, throughout the Term, shall keep and maintain the Properties in good and safe order and condition in accordance with industry standards and shall use all reasonable precaution to prevent, waste, damage, or injury to the Properties.

In the event the Properties or any portion thereof are damaged or destroyed by fire, flood or other casualty the County shall, except as otherwise provided in the Contract, repair, reconstruct and restore the damaged Properties as and to the extent the County shall deem appropriate under the circumstances. Net Proceeds of any insurance relating to such damage or destruction shall be paid directly to the County and the County shall apply such Net Proceeds received solely to, and shall complete, the repair, reconstruction and restoration of the Properties.

In the event that the Properties or any portion thereof are destroyed by fire or other casualty the County may, within 90 days after such damage or destruction, elect by written notice to EDA not to repair, reconstruct or restore the Properties, provided that the Net Proceeds of insurance payable as a result of such damage or destruction together with other moneys held for the payment of or as security for the Bonds and any additional sums paid by the County are sufficient to provide for Payment of the Bonds. In such event the County shall, in its notice of election to EDA, state that the Net Proceeds of insurance shall be paid to EDA for the purpose of defeasing the lien of the Fifth Supplemental Trust Agreement securing the Series 2021 Bonds in accordance with its terms and such Net Proceeds shall be paid to EDA for the purpose of such defeasance. Alternatively, if the County shall determine that the destruction is limited to a Property, it shall constitute compliance with the provisions of the Contract if the Net Proceeds of insurance payable as a result of such damage or destruction together with other moneys held for the payment of or as security for the Bonds and any additional sums paid by the County are sufficient to provide for Payment of the Allocated Bonds, as applicable and shall be so applied.

Upon completion of the repair, reconstruction and restoration pursuant to the Contract, any excess moneys from the Net Proceeds of insurance shall be paid by the County to EDA and shall be applied as a credit to Basic Contract Payments. In the event that the Bonds are defeased, any remaining Net Proceeds shall be paid to or retained by the County.

In the event that the Properties or any portion thereof are condemned or taken for any public or quasi-public use and title vests in the party condemning or taking the same, the County shall determine in writing whether the Properties can be repaired, reconstructed and restored to such an extent that the utility

of the Buildings, or any of them, can be largely maintained, restored or replaced. If the County determines that the utility of the Buildings can be maintained, restored or replaced following such a taking, it shall restore the Properties with the Net Proceeds resulting from such taking as nearly as practicable to substantially the same or an improved condition or utility as existed prior to the taking. The County shall complete restoration of the Properties regardless of whether or not the Net Proceeds of the condemnation award received by the County for such purposes are sufficient. If the County shall determine that the utility of the Buildings cannot be maintained restored or replaced following such taking, the Net Proceeds payable as a result of such taking shall be used for the Payment of the Bonds. Alternatively, if the County shall determine that the taking is limited to a Property, it shall constitute compliance with the provisions of the Contract if the Net Proceeds payable as a result of such taking together with other moneys held for the payment of or as security for the 2021 Bonds and any additional sums paid by the County are sufficient to provide for Payment of the Allocated Bonds and shall be so applied.

Any excess moneys from the Net Proceeds of a taking over and above the costs of repair, reconstruction and restoration prosecuted to completion in accordance with the Contract shall be paid by the County to EDA and applied as a credit against the Purchase Price and reduce the Basic Contract Payments becoming due thereafter as designated in writing by the County. In the event of Payment of the Bonds in accordance with the fifth paragraph under this heading, any remaining Net Proceeds shall be retained by or paid to the County.

#### **County's Assumption of the Maintenance and Management of the Properties (Section 5.02)**

EDA shall have no duty or obligation to make any alteration, change, improvement, replacement, restoration or repair to, or to demolish, the whole or any part of the Properties. Except as otherwise provided in the Contract, as between the County and EDA, the County assumes the full and sole responsibility for the condition, operation, repair, alteration, improvement, replacement, maintenance and management of the Properties.

#### **Insurance (Article VI)**

The County shall procure and pay the requisite premiums for and maintain during the Term of the Contract the insurance described in the Contract. The insurance policies required by the Contract shall name the Trustee as an additional named insured. The Contract requires that the County carry as a minimum, (i) an "all risks" policy with coverage equal to 100% of the replacement cost value of the Properties, to be determined no less frequently than annually; and (ii) a general liability policy covering all operations and maintenance in connection with the Buildings equal to a \$5,000,000 combined aggregate limit per occurrence for personal injury and property damage liability. The County may self-insure against such risks under certain circumstances.

All such insurance shall be issued by companies licensed to do business in the Commonwealth of Virginia with the Best's Key Rating of at least A-VI.

#### **Title (Section 7.01)**

As between the County and EDA, fee title to the Project title shall vest in the County.

**No Impairment of EDA's Interests (Section 7.02)**

Except for the Permitted Encumbrances described in the Contract, the County shall not create or cause or suffer to be created, any lien, encumbrance or charge upon the Contract, the Properties, or any part of any of them, or EDA's income derived from the Contract.

**County Representations (Section 8.01)**

Except as expressly provided in the Contract, the County warrants that no representations, statements or warranties, express or implied, have been made by or on behalf of EDA in respect of the Projects, the status of title to the Properties and EDA shall in no event whatsoever be liable for any latent or patent defects in the Project, or the Properties.

The County represents that it shall not use, or permit the use of, any portion of the 2021 Public Works Property or the Refunded Bonds Properties by any person or entity for any private business use, other than a state or local governmental unit. The County may use, or permit the use of, any portion of the 2021 Public Works Property or the Refunded Bonds Properties by any person or entity that is not a state or local governmental unit or other "exempt person" as defined in the Code for any private business use; provided that (i) the County shall not more than sixty (60) nor less thirty (30) days prior to the effective date of such proposed use, furnish or cause to be furnished to EDA a written description of the nature, scope and duration of such proposed use, and (ii) a nationally recognized bond counsel shall have delivered to EDA an opinion that such proposed use will not adversely affect the exclusion of interest on the Series 2021 A Bonds and Series 2021 B Bonds from gross income for federal income tax purposes.

**Release of Portions of the Properties (Section 10.03)**

The County and the EDA reserve the right to amend the Contract for the purpose of effecting the release of and removal from the Contract of any part of any Property with respect to which the County or a transferee of the County proposes to convey fee title to a public utility or public body in order that utility services or roads or other services may be provided for such Property or any portion thereof. If at the time any such amendment is made, any of the Bonds is outstanding and unpaid there shall be deposited with the Trustee the following: (i) a copy of the amendment or easement as executed; (ii) a resolution of the Board of Supervisors of the County stating that the County is not in default under any of the provisions of the Trust Agreement and EDA is not to the knowledge of the County in default under any of the provisions of the Contract, giving an adequate legal description of that portion of such Property to be released, and stating the purpose for which the County desires the release; (iii) a certificate showing that EDA has approved such amendment and stating that EDA is not in default under any of the provisions of the Contract; and (iv) a certificate of an appropriate County Representative stating that the proposed release will not impair the usefulness of such Property to serve as a \_\_\_\_\_, a \_\_\_\_\_, a \_\_\_\_\_ or a \_\_\_\_\_, as appropriate, or for other County approved purposes, and, in the case of any such Property, will not destroy the means of ingress to and egress therefrom.

Notwithstanding any other provisions of the Contract, the County may sell or otherwise dispose of its interest in any unimproved parts of the Properties (on which neither the Buildings or the utilities that serve them are located); provided, that if at the time any such sale or other disposition is proposed, all or any of the Bonds are outstanding and unpaid, there shall be deposited with the Trustee the following: the documents described in clauses (i), (ii) and (iii) in the paragraph above and an amount equal to \$2,000,000 per acre or any fraction thereof of the unimproved land being disposed, a certificate of an appropriate County Representative, dated not more than sixty (60) days prior to the date of the disposition, stating that, in the opinion of the person signing such certificate, the release proposed to be made will not impair the usefulness of such Property to serve as a \_\_\_\_\_, a \_\_\_\_\_, a \_\_\_\_\_ or a \_\_\_\_\_

\_\_\_\_\_, as appropriate, or for other County approved purposes and will not destroy the means of ingress thereto and egress therefrom.

**Granting of Easements (Section 10.04)**

The County and its transferees may grant or release easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges, so long as such grant or release will not materially adversely affect the usefulness of such Property to serve as a \_\_\_\_\_, a \_\_\_\_\_, a \_\_\_\_\_ or a \_\_\_\_\_, as appropriate, or for other County approved purposes.

**Assignment, Leasing and Subleasing (Section 10.05)**

Neither the Contract nor the rights and obligations of the County under the Contract shall be assigned in whole or in part without the consent of EDA. However, no assignment shall relieve the County from primary liability for any of its obligations under the Contract.

**Assignment of Contract by EDA (Section 10.06)**

EDA shall assign its interest in and pledge all moneys receivable under the Contract, other than the Additional Contract Payments, to the Trustee pursuant to the Trust Agreement as security for payment of the Bonds (as such term is defined in the Contract). The County agrees to make all Basic Contract Payments and payments to be credited against Basic Contract Payments directly to the Trustee for the account of EDA.

**County Options to Terminate (Section 10.07)**

The County may terminate the Term by paying to the Trustee, for the account of EDA, an amount that will be sufficient to purchase, redeem or defease all the outstanding Bonds (as such term is defined in the Contract) under the Trust Agreement and with the provisions of the Trust Agreement, and in case of redemption, making arrangements satisfactory to the Trustee for giving the required notice of redemption.

**Permitted Use (Section 11.01)**

There shall be no occupation or use of the Properties by the County or anyone else for any purpose other than as authorized by the Contract, without the written consent of EDA and counsel to EDA.

**No Illegal or Hazardous Use (Section 11.02)**

The County shall not use or permit the Properties or any part thereof to be used for any unlawful or illegal business, use or purpose, or in such manner as to constitute a nuisance of any kind (public or private).

**Events of Default (Section 12.01)**

Except in an Event of Non-Appropriation as described in the following caption, each of the following events shall be an “Event of Default” under the Contract: (a) if the County shall fail to make any Basic Contract Payment or any part thereof on the due date thereof and such failure shall continue for one business day; or (b) if the County shall fail (i) to maintain or cause to be maintained the insurance required by the Contract, or (ii) to make any Additional Contract Payment, or any other payment under the Contract, required to be paid by the County under the Contract for a period, after notice thereof from

EDA to the County, of forty-five (45) days; or (c) if the County shall fail to observe or perform one or more of the other material terms, conditions, covenants or agreements of the Contract or any representation, and such failure or misrepresentation shall continue for a period of ninety (90) days after written notice thereof; or (d) if the County shall admit, in writing, that it is unable to pay its debts as such become due or shall make an assignment for the benefit of creditors; or (e) if the County shall file a voluntary petition in bankruptcy or the County shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the County or of all or any substantial part of the Properties or any interest of the County therein; or (f) if within ninety (90) days after the commencement of any proceeding against the County seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within ninety (90) days after the appointment, without the consent or acquiescence of the County, of any trustee, receiver or liquidator of the County or of all or any substantial part of the Properties or any interest of the County therein, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment shall not have been vacated.

**Non Appropriations (Section 12.03)**

Anything to the contrary notwithstanding elsewhere in the Contract, the failure of the County to pay all or any portion of any amount otherwise due and payable under the Contract to or for the account of EDA or the Trustee on account of the failure of the Board of Supervisors of the County to appropriate such sum (an “Event of Non-Appropriation”) shall not, to the extent of such failure, constitute a Default or an Event of Default under the Contract.

**Remedies (Section 12.04)**

If an Event of Default shall have occurred and be continuing, EDA may, at its option, declare all installments of Basic Contract Payments for the remainder of the Term to be immediately due and payable.

In an Event of Default, EDA may take whatever action at law or in equity may appear necessary or desirable to collect the Contract Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County under the Contract.

**No Remedy Exclusive; Agreement to Pay Attorneys’ Fees and Expenses (Sections 12.05 and 12.06)**

No remedy under the Contract is intended to be exclusive of any other remedy. If any Event of Default shall occur or in the event the County should default under the Contract, and in any such case, EDA or the Trustee should employ attorneys or incur other expenses for the collection of Contract Payments or the enforcement of performance or observation of any obligation or agreement on the part of the County contained in the Contract, the County agrees that it will on demand therefor pay to the EDA or the Trustee the reasonable fees of such attorneys and such other expenses so incurred.

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**APPENDIX D**

**FORM OF BOND COUNSEL OPINION**

\_\_\_\_\_, 2021

Fairfax County Economic  
Development Authority  
Fairfax, Virginia

We have acted as Bond Counsel to the Fairfax County Economic Development Authority (the “Authority”) in connection with the issuance of

\$ \_\_\_\_\_  
**Fairfax County Economic Development Authority  
Fairfax County Facilities Revenue Bonds  
Series 2021 A (County Facilities Projects) (Green Bonds)  
(the “Series 2021 A Bonds”),**

\$ \_\_\_\_\_  
**Fairfax County Economic Development Authority  
Fairfax County Facilities Revenue Refunding Bonds  
Series 2021 B (County Facilities Projects)  
(the “Series 2021 B Bonds” and, together with the Series 2021 A Bonds, the “Tax-Exempt Bonds”)**

\$ \_\_\_\_\_  
**Fairfax County Economic Development Authority  
Fairfax County Facilities Revenue Refunding Bonds  
Series 2021 C (County Facilities Projects) (Federally Taxable)  
(the “Series 2021 C Bonds”)  
and**

\$ \_\_\_\_\_  
**Fairfax County Economic Development Authority  
Fairfax County Facilities Revenue Refunding Bonds  
Series 2021 D (County Facilities Projects) (Federally Taxable)  
(the “Series 2021 C Bonds” and together with the Series 2021 A Bonds, the Series 2021 B Bonds,  
and the Series 2021 C Bonds, the “Series 2021 Bonds”)**

The Series 2021 Bonds are being issued pursuant to Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law (collectively, the “Enabling Act”). The Series 2021 A Bonds are being issued (i) to finance the costs of the construction and improvement of property to be used by Fairfax County, Virginia (the “County”), as a consolidated public works complex for the County’s stormwater and wastewater divisions (the “2021 Public Works Project”) and (ii) to pay costs in connection with the issuance of the Series 2021 A Bonds. The Series 2021 B Bonds are being issued (i) to refund and redeem prior to their respective maturities certain outstanding bonds issued by the Authority to finance or refinance the costs of certain County projects (the “2021 B Refunded Projects”) more particularly described in the Fifth Supplemental Trust Agreement (defined below) and (ii) to pay costs in connection with the issuance of the Series 2021 B Bonds. The Series 2021 C Bonds are being issued (i) to refund and redeem prior to their respective maturities certain outstanding bonds issued by the Authority to finance or refinance the costs of certain County projects (the “2021 C Refunded Projects”) more particularly described in the Fifth Supplemental Trust Agreement and (ii) to pay costs in connection with the issuance of the Series 2021 C Bonds. The Series 2021 D Bonds are

being issued (i) to refund and redeem prior to their respective maturities certain outstanding bonds issued by the Authority to finance or refinance the costs of certain County projects (the “2021 D Refunded Projects” and, collectively with the 2021 B Refunded Projects and the 2021 C Refunded Projects, the “2021 Refunded Projects”) more particularly described in the Fifth Supplemental Trust Agreement and (ii) to pay costs in connection with the issuance of the Series 2021 D Bonds.

Simultaneously with the execution and delivery of the Series 2021 Bonds, the Authority and the County will enter into an Installment Purchase Contract with respect to the 2021 Public Works Project and the 2021 Refunded Projects (the “Contract”). Under the Contract, the Authority will agree (1) to sell its interests in the 2021 Public Works Project to the County and to refinance the 2021 Refunded Projects in consideration of the County’s (i) undertaking responsibility for the 2021 Public Works Project, (ii) adjustment of the necessary payments required to refinance the 2021 Refunded Projects and (iii) agreement to pay a purchase price for the 2021 Public Works Project, and interest thereon, sufficient for the Authority to pay timely the debt service on the Series 2021 Bonds and (2) to make available to the County proceeds of (i) the Series 2021 A Bonds to pay the cost of constructing, improving and equipping the 2021 Public Works Project and (ii) the Series 2021 B Bonds, the Series 2021 C Bonds and the Series 2021 D Bonds to refund the Refunded Bonds.

Under the Contract, the County has agreed to make “Basic Contract Payments” in amounts sufficient to pay the principal of and interest on the Series 2021 Bonds. Under the Contract, the County has also agreed to make “Additional Contract Payments” (together with Basic Contract Payments, the “Contract Payments”) in amounts sufficient, among other purposes, to pay the Authority’s expenses allocable to the Contract and for the Authority to pay timely the compensation and expenses of the Trustee. Under the Trust Agreement, the Authority has assigned its right to receive the Contract Payments (except those Additional Contract Payments required to pay certain Authority expenses) to the Trustee for the benefit of the owners of the Series 2021 Bonds. The obligation of the County to make Basic Contract Payments and Additional Contract Payments and any other payments required under the Contract in each fiscal year is a valid and binding obligation of the County but is subject to and contingent upon the annual appropriation of funds by the Board of Supervisors of the County (the “Board of Supervisors”) for such purpose.

The Series 2021 Bonds are being issued under and secured by a Master Trust Agreement, dated as of January 1, 2005, as amended (the “Master Trust Agreement”), as supplemented by a Fifth Supplemental Trust Agreement, dated as of \_\_\_\_ 1, 2021 (the “Fifth Supplemental Trust Agreement” and together with the Master Trust Agreement, the “Trust Agreement”), each between the Authority and U.S. Bank National Association, as successor trustee (in such capacity, the “Trustee”), pursuant to which the Authority has assigned to the Trustee substantially all of its rights under the Contract, including its right to receive the Contract Payments. Under and subject to the requirements of the Master Trust Agreement, the Authority may issue additional bonds for other facilities for the County as permitted by the Enabling Act, and such additional bonds and any refunding bonds issued under the Master Trust Agreement will rank on a parity with the Series 2021 Bonds (together with any such additional and refunding bonds (including the Series 2012 A Bonds, the Series 2014 A Bonds, the Series 2014 B Bonds, the Series 2017 A Bonds and the Series 2017 B Bonds (each as defined below)), the “Bonds”) as to the revenues pledged under the Master Trust Agreement (“Pledged Revenues”), including the Contract Payments to be made by the County pursuant to the Contract. The Authority has previously issued its \$65,965,000 Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) (the “Series 2012 A Bonds”), \$170,690,000 Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the “Series 2014 A Bonds”), \$30,175,000 Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the “Series 2014 B Bonds”), \$19,060,000 aggregate principal amount of Fairfax County Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (Federally Taxable) (the “Series 2017 A Bonds”), and

\$31,150,000 aggregate principal amount of Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) (the “Series 2017 B Bonds”), under the Master Trust Agreement, and such Series 2012 A Bonds, Series 2014 A Bonds, Series 2014 B Bonds, Series 2017 A Bonds and Series 2017 B Bonds rank on a parity with the Series 2021 Bonds as to the Pledged Revenues.

The Series 2021 Bonds are dated and bear interest, and are stated to mature, subject to optional redemption, [make-whole optional redemption], extraordinary optional redemption and mandatory sinking fund redemption, all as provided in the Trust Agreement.

In our capacity as Bond Counsel, we have examined the Enabling Act and such documents, records of the Authority and the County and other instruments and proofs, including counterparts or certified copies of the Trust Agreement and the Installment Purchase Contract, as we deemed necessary to enable us to express the opinions set forth below.

Based on the foregoing we are of the opinion that:

1. The Authority is by the terms of the Enabling Act a political subdivision of the Commonwealth of Virginia (the “Commonwealth”) and a public instrumentality of the County, duly created pursuant to the laws of the Commonwealth, including, in particular, the Enabling Act, with full authority to acquire and sell the 2021 Public Works Project and refinance the Series 2021 Refunded Projects, to enter into the Trust Agreement and the Installment Purchase Contract, and to issue and sell the Series 2021 Bonds.

2. The County is a political subdivision of the Commonwealth with full authority to acquire the 2021 Public Works Project and to refinance the Series 2021 Refunded Projects and to enter into the Installment Purchase Contract.

3. The Installment Purchase Contract has been duly authorized, executed and delivered by the Authority and the County and constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms. The obligation of the County to make the Payments under the Installment Purchase Contract is expressly therein made subject to the annual appropriation by the Board of Supervisors of the County of funds for such purpose.

4. The Trust Agreement has been duly authorized, executed and delivered by the Authority and the Trustee and constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms. Under the Trust Agreement, the Authority has validly assigned substantially all of its rights under the Installment Purchase Contract (including its rights to receive the Payments) to the Trustee for the benefit of the holders of the Bonds.

5. The issuance and sale of the Series 2021 Bonds have been duly authorized by the Authority, and the Series 2021 Bonds have been duly executed and delivered by the Authority and constitute legal, valid and binding limited obligations of the Authority payable under the Trust Agreement in accordance with their terms solely from Pledged Revenues and other money to the extent provided in the Trust Agreement. The Series 2021 Bonds shall not be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth or any political subdivision thereof. None of the Commonwealth, any political subdivision thereof, and the Authority shall be obligated to pay the Series 2021 Bonds or the interest thereon or other costs incident thereto except from the revenues and money pledged therefor. Neither the faith and credit nor the taxing power of the Commonwealth or any political subdivision thereof is pledged to the payment of the principal of the Series 2021 Bonds or the interest thereon or other costs incident thereto.

6. Except as otherwise provided in the following sentences of this paragraph and assuming compliance by the Authority and the County with their respective covenants to comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Tax-Exempt Bonds are not includable in the gross income of the owners thereof for federal income tax purposes under current law. Interest on the Tax-Exempt Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of such Tax-Exempt Bonds in the event of a failure by the Authority or the County to comply with applicable requirements of the Code and their respective covenants regarding use, expenditure and investment of proceeds of the Tax-Exempt Bonds and the timely payment by the Authority of certain investment earnings to the United States Treasury. We render no opinion as to the effect on the exclusion from gross income of the interest on the Tax-Exempt 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. Interest on the Tax-Exempt 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 such Tax-Exempt Bonds or the inclusion in certain computations of interest that is excluded from gross income.

7. The income on the Series 2021 Bonds, including any profit made on the sale thereof, is exempt from all taxation by the Commonwealth or any political subdivision thereof.

Other than as described herein, we have not addressed nor are we opining on the tax consequences to any person of the investment in, or the receipt of any interest on, the Series 2021 Bonds.

The opinions contained in paragraphs 3, 4 and 5 above are qualified to the extent that the enforceability of the Contract, the Trust Agreement and the Series 2021 Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally and may be subject to judicial discretion. For purposes of our opinions in paragraphs 1, 3, 4 and 5, we have relied upon the opinion of McGuireWoods LLP respecting the existence and organization of the Authority and its due authorization and execution of the Contract, the Trust Agreement and the Series 2021 Bonds. For purposes of our opinions in paragraphs 2 and 3, we have relied upon the opinion of the Office of the County Attorney respecting the existence and organization of the County and its due authorization and execution of the Contract.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions. Such opinions may be adversely affected by actions taken or events occurring, including a change in law, regulation or ruling (or in the application or official interpretation of any law, regulation or ruling) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions are taken or such events occur, and we have no obligation to update this opinion in light of such actions or events.

Respectfully submitted,

**APPENDIX E****FORM OF FAIRFAX COUNTY 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 Fairfax County Economic Development Authority (the “Authority”) of its (i) \$\_\_\_\_\_ aggregate principal amount of Fairfax County Facilities Revenue Bonds Series 2021 A (County Facilities Projects) (Green Bonds) (the “Series 2021 A Bonds”), (ii) \$\_\_\_\_\_ aggregate principal amount of Fairfax County Facilities Revenue Refunding Bonds Series 2021 B (County Facilities Projects) (the “Series 2021 B Bonds”), and (iii) \$\_\_\_\_\_ aggregate principal amount of Fairfax County Facilities Revenue Refunding Bonds Series 2021 C (County Facilities Projects) (Federally Taxable) (the “Series 2021 C Bonds” and, together with the Series 2021 A Bonds and the Series 2021 B Bonds, the “Series 2021 Bonds”) pursuant to the provisions of a resolution (the “Authorizing Resolution”) adopted by the Authority on \_\_\_\_\_, 2021, and under a Master Trust Agreement, dated as of January 1, 2005, as previously supplemented (the “Master Trust Agreement”), and a Fifth Supplemental Trust Agreement, dated as of \_\_\_\_\_ 1, 2021 (the “Fifth Supplemental Trust Agreement” and together with the Master Trust Agreement, the “Trust Agreement”), each between the Authority and U.S. Bank National Association, as successor trustee (the “Trustee”).

**SECTION 1. Purpose of the Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the County acting on behalf of itself and the Authority, for the benefit of the holders of the Series 2021 Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). Under the Rule, the County is an “obligated person.” 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 Trust Agreement, 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 the Series 2021 Bonds.

“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 Series 2021 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 Series 2021 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 Underwriters” shall mean any of the original underwriters of the Series 2021 Bonds required to comply with the Rule in connection with the offering of such Series 2021 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, 2020). 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 send a notice in a timely manner to the Repository in substantially the form attached hereto as Exhibit B.

SECTION 4. Content of Annual Reports. Any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, the following: (i) audited 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 Series 2021 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 Series 2021 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 Authorizing Resolution, the Trust Agreement or the Series 2021 Bonds, 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 notes, and shall create no rights in any other person or entity.

Date: \_\_\_\_\_, 2021

FAIRFAX COUNTY, VIRGINIA

By: \_\_\_\_\_  
Chief Financial Officer

**EXHIBIT A**

**CONTENT OF ANNUAL REPORT**

Respecting Fairfax County, Virginia:

- (a) audited 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 public 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 ECONOMIC DEVELOPMENT AUTHORITY  
FAIRFAX COUNTY FACILITIES REVENUE BONDS  
(COUNTY FACILITIES PROJECTS)  
SERIES 2021**

**CUSIP NOS. \_\_\_\_ - \_\_\_\_**

**Dated: \_\_\_\_\_, 2021**

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, the proceeds of which were to pay a portion of the principal amount of an outstanding note. [The County anticipates that the Annual Report [Audited Annual Financial Statements] will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_

FAIRFAX COUNTY, VIRGINIA

By: \_\_\_\_\_

**BOND PURCHASE AGREEMENT**

**[\$ \_\_\_\_\_]  
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY  
FAIRFAX COUNTY FACILITIES REVENUE BONDS  
SERIES 2021 A  
(COUNTY FACILITIES PROJECTS) (GREEN BONDS)**

**\$ \_\_\_\_\_  
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY  
FAIRFAX COUNTY FACILITIES REVENUE REFUNDING BONDS  
SERIES 2021 B  
(COUNTY FACILITIES PROJECTS)]**

**[\$ \_\_\_\_\_  
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY  
FAIRFAX COUNTY FACILITIES REVENUE REFUNDING BONDS  
SERIES 2021 C  
(COUNTY FACILITIES PROJECTS) (FEDERALLY TAXABLE)]**

\_\_\_\_\_, 2021

Fairfax County Economic Development Authority  
8300 Boone Boulevard, Suite 450  
Vienna, Virginia 22182

The undersigned, \_\_\_\_\_ (the “Representative”), on its own behalf and on behalf of \_\_\_\_\_ and \_\_\_\_\_ (collectively, the “Underwriters” and each an “Underwriter”), hereby agrees to purchase the above-captioned bonds (the “Series 2021 Bonds”) from the Fairfax County Economic Development Authority (the “Authority”) pursuant to the terms and conditions of this Bond Purchase Agreement (this “Agreement”).

The Series 2021 Bonds are to be authorized and issued pursuant to the Constitution and laws of the Commonwealth of Virginia (the “Commonwealth”), including Chapter 643 of the 1964 Acts of the General Assembly of Virginia, as amended (the “Enabling Act”), and a resolution duly adopted by the Authority on \_\_\_\_\_, 2021 (the “Authority Resolution”). The Board of Supervisors of Fairfax County (the “Board of Supervisors”) requested that the Authority issue the Series 2021 Bonds pursuant to a resolution adopted on \_\_\_\_\_, 2021 (the “County Resolution”).

This offer is made subject to (i) the acceptance hereof by the Authority and the approval hereof by Fairfax County, Virginia (the “County”), evidenced by each party’s execution and delivery (manually or by facsimile or electronic (PDF) transmission) of this Agreement (or the signature page) to the Representative or counsel to the Underwriters, at or prior to 5:00 p.m., Eastern Time, today, and (ii) receipt by the Representative at or prior to 5:00 p.m., Eastern Time,

today, of the Letter of Representation of the County (the “Letter of Representation”) substantially in the form attached hereto as Exhibit B, duly executed and delivered by an authorized official of the County, evidenced as in the case of the execution and delivery of this Agreement. If not so accepted, this offer shall expire upon written notice sent by the Representative to the Authority or the County at any time prior to acceptance.

Capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed to them in the Preliminary Official Statement (as defined herein).

**Section 1. Offer and Sale of Series 2021 Bonds; Public Offering; Good Faith Deposit**

(a) On the basis of the representations, warranties, covenants and agreements contained in this Agreement (including the Letter of Representation), and in the other agreements referred to herein, and subject to the terms and conditions described in this Agreement, the Underwriters agree, jointly and severally, to purchase all of the Authority’s [(i) Fairfax County Facilities Revenue Bonds Series 2021 A (County Facilities Projects) (Green Bonds) (the “Series 2021 A Bonds”) and (ii) Fairfax County Facilities Revenue Refunding Bonds Series 2021 B (County Facilities Projects) (the “Series 2021 B Bonds” and collectively with the Series 2021 A Bonds, the Series 2021 Bonds”) for the sum of \$\_\_\_\_\_, representing the par amount of the Series 2021 Bonds (\$\_\_\_\_\_), plus net original issue premium of \$\_\_\_\_\_, less an underwriting discount of \$\_\_\_\_\_. [Fairfax County Facilities Revenue Refunding Bonds Series 2021 C (County Facilities Projects) (Federally Taxable) (the “Series 2021 Bonds”) for the sum of \$\_\_\_\_\_, representing the par amount of the Series 2021 Bonds (\$\_\_\_\_\_), less an underwriting discount of \$\_\_\_\_\_.

The Series 2021 Bonds shall be dated their date of issuance and shall be payable as to principal and interest in years and amounts and at rates as shown on Exhibit A.

(b) The Underwriters acknowledge that neither the County nor the Authority has authorized or consented to any of the following:

(i) the sale of the Series 2021 Bonds to any purchaser in connection with the initial public offering of the Series 2021 Bonds unless a copy of the Official Statement (as defined herein) is delivered to such purchaser not later than the settlement of such transaction;

(ii) the offer or sale of Series 2021 Bonds in any jurisdiction where any such offer or sale would be in violation of such jurisdiction’s securities or “Blue Sky” laws;

(iii) making any representations or providing any information to prospective purchasers of the Series 2021 Bonds in connection with the offering and sale of the Series 2021 Bonds other than the information set forth in the Preliminary Official Statement, the Official Statement and any amendment thereto approved in writing by the County and the Authority; or

(iv) any actions in connection with the offering and sale of the Series 2021 Bonds in violation of applicable requirements of federal and state securities laws and any applicable requirements of the Municipal Securities Rulemaking Board (“MSRB”) or the

Financial Industry Regulatory Authority. The Underwriters agree that in their offering of the Series 2021 Bonds they will comply with the applicable rules of the MSRB.

(c) On the date hereof, the sum of \$\_\_\_\_\_, being payment in good faith on account of the purchase price of the Series 2021 Bonds (the “Good Faith Deposit”), shall be delivered by wire transfer from the Underwriters to the account identified by the County. The Good Faith Deposit represents approximately 1% of the aggregate principal amount of the Series 2021 Bonds provided in the Preliminary Official Statement. If the Authority does not accept this offer, such Good Faith Deposit shall be immediately returned to the Underwriters by wire transfer to the account designated by the Underwriters. If the Underwriters fail (other than for a reason permitted herein) to accept and pay for the Series 2021 Bonds on the Closing Date (as defined herein) as herein provided, the amount of such Good Faith Deposit plus any interest earned thereon shall be retained by the Authority as and for liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters, and such retention shall constitute a full release and discharge of all claims by the Authority and the County against the Underwriters arising out of the transactions contemplated hereby. In the event of the Authority’s failure to tender delivery of the Series 2021 Bonds on the Closing Date, or if the Authority or the County shall be unable to satisfy the conditions to the obligations of the Underwriters contained herein (unless such conditions are waived by the Underwriters), or if the obligations of the Underwriters shall be terminated for any reason permitted herein, the Authority shall immediately return to the Underwriters the Good Faith Deposit, plus any interest earned by the Authority on said sum from the date hereof to the date of return of the Good Faith Deposit, by wire transfer of immediately available funds.

***Section 2. Establishment of Issue Price of Series 2021 Bonds***

[subsections (a) through (e) applicable only to BPA for Series 2021 A and B Bonds] [(a)

The Representative, on behalf of the Underwriters, agrees to assist the Authority in establishing the issue price of the Series 2021 A Bonds and Series 2021 B Bonds (collectively, the “Tax-Exempt Bonds”) and shall execute and deliver to the Authority at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Authority and Bond Counsel to reflect accurately, as applicable, the sales price or prices or the initial offering price or prices to the public of the Tax-Exempt Bonds.

(b) The Representative confirms that the Underwriters have offered all of the Tax-Exempt Bonds to the public on or before the date hereof for purchase at the offering price or prices set forth in Schedule I attached hereto (the “initial offering price”).

(c) The Representative, on behalf of the Underwriters, and the Authority agree that the restrictions set forth in the next sentence shall apply to each maturity of the Tax-Exempt Bonds, which will allow the Authority to treat the initial offering price to the public of each maturity of the Tax-Exempt Bonds as of the date hereof as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Tax-Exempt Bonds, the Underwriters will neither offer nor sell any Tax-Exempt Bonds of that maturity to any person at a price that is higher than the initial offering

price to the public during the period starting on the date hereof and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the date hereof; and
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Tax-Exempt Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the Authority when the Underwriters have sold 10% of that maturity of the Tax-Exempt Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the date hereof.

Initial disclosure of maturities that have met the 10% test will be made after the signing of the Bond Purchase Agreement, at the earlier of (1) all tickets having been entered by the Representative, and (2) 5:00 p.m. on \_\_\_\_\_, 2021.

The Authority acknowledges that, in making the representation set forth in this subsection, the Representative 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 Tax-Exempt 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 is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Tax-Exempt 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 Authority 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.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Tax-Exempt Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A) to comply with the hold-the-offering-price rule in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, (B) to promptly notify the Representative of any sales of Tax-Exempt Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Tax-Exempt Bonds to the public (each

such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the Underwriter, dealer, or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer, or broker-dealer is a sale to the public, and

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Tax-Exempt Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Tax-Exempt 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 Representative or the Underwriter and as set forth in the related pricing wires.

(e) The Underwriters acknowledge that sales of any Tax-Exempt Bonds to any person that is a related party to an underwriter participating in the initial sale of the Tax-Exempt Bonds to the public (each such term being defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “maturity” means Tax-Exempt Bonds with the same credit and payment terms; Tax-Exempt Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate maturities,

(ii) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,

(iii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt Bonds to the public), and

(iv) a purchaser of any of the Tax-Exempt Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 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), (B) 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 (C) 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).]

[This paragraph applicable only to BPA for Series 2021 C Bonds:]The Underwriters agree to make an initial bona fide offering of all of the Series 2021 C Bonds of each maturity at a price equal to the principal amount thereof, and the Representative shall execute and deliver to the Authority an issue price certificate with respect to the Series 2021 C Bonds in a form satisfactory to Bond Counsel and the Representative.

### ***Section 3. Official Statement***

The Authority hereby deems the Preliminary Official Statement, dated \_\_\_\_\_, 2021, relating to the Series 2021 Bonds (the “Preliminary Official Statement”), to be final as of its date within the meaning of Rule 15c2-12 (“Rule 15c2-12”) of the Securities and Exchange Commission (the “SEC”), except for the omission of pricing and other information allowed to be omitted pursuant to Rule 15c2-12. The Authority will take all proper steps to complete the Preliminary Official Statement as an Official Statement in final form, including the completion of all information required pursuant to Rule 15c2-12 (the “Official Statement”). The execution of the Official Statement in final form by the Authority’s Chairman or Vice Chairman shall be conclusive evidence that the Authority has deemed it final as of its date. The Authority shall arrange for the delivery within seven business days of the date hereof and, in any event not later than two business days before the Closing Date, the Official Statement in final form (which need not be manually executed) to the Underwriters for delivery to each potential investor requesting a copy of the Official Statement and to each purchaser to which the Underwriters initially sell the Series 2021 Bonds.

The Underwriters agree that a copy of the Official Statement will be deposited before the “end of the underwriting period” (as defined herein) with the MSRB.

The Authority shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in MSRB Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriters no later than one business day prior to the Closing Date to enable the Underwriters to comply with MSRB Rule G-32.

### ***Section 4. Authority’s Representations, Warranties, Covenants and Agreements***

The Authority hereby represents, warrants, covenants and agrees as follows:

(a) The Authority is, and will be at the Closing Time (as defined herein), (i) a political subdivision of the Commonwealth of Virginia created by the Enabling Act and (ii) authorized to adopt the Authority Resolution and to perform its obligations under the Series 2021 Bonds, the Master Trust Agreement, dated as of January 1, 2005, and a Fifth Supplemental Trust Agreement, dated as of \_\_\_\_\_ 1, 2021, each between the Authority and U.S. Bank National Association, as successor Trustee (collectively, the “Trust Agreement”), the Installment Purchase Contract, dated as of \_\_\_\_\_ 1, 2021, by and between the Authority and the County (the “Installment Purchase Contract”), and this Agreement (collectively, the “Authority Documents”).

(b) The Authority has complied with all provisions of the Commonwealth’s constitution and laws pertaining to the Authority’s issuing, adopting or entering into the Authority Documents and has full power and authority to consummate all transactions

contemplated by the Authority Documents and the Official Statement and any and all other agreements relating thereto to which the Authority is a party.

(c) As of the date of the Preliminary Official Statement, at the time of the Authority's acceptance of this Agreement and (unless an event occurs of the nature described in Section 4(h) below) at all subsequent times up to and including the Closing Time, the information contained in the Preliminary Official Statement and the Official Statement (except for the information contained under the headings "**THE COUNTY,**" "**THE SERIES 2021 BONDS – Book-Entry Only System**" and "**TAX MATTERS**" and **Appendices A, B, D and E**) and in any amendment or supplement thereto that the Authority may authorize for use with respect to the Series 2021 Bonds was, is and will be true and correct and did not contain, does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 4(h) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section 4(h)) at all times subsequent thereto up to and including the Closing Time, the Authority shall take all steps necessary to ensure that the Official Statement (excluding under the headings "**THE COUNTY,**" "**THE SERIES 2021 BONDS – Book-Entry Only System**" and "**TAX MATTERS**" and **Appendices A, B, D and E**) as so supplemented or amended does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The Authority has duly adopted and authorized, at one or more public meetings duly called and held at which quorums were present and acting throughout, (i) the distribution and use of the Official Statement, (ii) the adoption or the execution, delivery and due performance of the Authority Documents and any and all such other agreements and documents as may be required to be executed and delivered by the Authority in order to carry out, give effect to and consummate the transactions contemplated by the Authority Documents and by the Official Statement, and (iii) the carrying out, giving effect to and consummation of the transactions contemplated by the Authority Documents and the Official Statement. Upon the Closing Date, the Authority shall have duly adopted or authorized, executed and delivered each Authority Document and the Official Statement.

(e) Except as and to the extent described in the Preliminary Official Statement and the Official Statement, there is no action, proceeding or investigation before or by any court or other public body pending or, to the Authority's knowledge, threatened against or affecting the Authority or any Authority officer or employee in an official capacity (or, to the Authority's knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated or described herein or in the Official Statement, or the validity of the Authority Documents or of any other agreement or instrument to which the Authority is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated or described herein or in or by the Official Statement, or (ii) the condition of the Authority, financial or otherwise.

(f) The Authority's adoption or execution and delivery of the Authority Documents and other agreements contemplated by the Authority Documents and by the Official Statement, and compliance with the provisions thereof, will not constitute on the Authority's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any contract, agreement, loan or other instrument to which the Authority is subject or by which the Authority is or may be bound. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default under any such agreement, including the Authority Documents.

(g) The Authority will not take or omit to take any action the taking or omission of which will in any way cause the proceeds from the sale of the Series 2021 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Authority Resolution or the Authority Documents or that would cause the interest on the Tax-Exempt Bonds to be includable in the gross income of the recipients thereof for federal or Commonwealth income tax purposes.

(h) If between the date of this Agreement and the date that is 25 days after the "end of the underwriting period," as defined below, any event shall occur that might or would cause the Official Statement, as then supplemented or amended (except for the information related to book-entry only), to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall promptly notify the Underwriters and the County. If, in the opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority shall at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriters.

The "end of the underwriting period" is the time that is the later of (i) the Closing Time and (ii) the time the Underwriters do not retain, directly or as members of an underwriting syndicate, an unsold balance of the Series 2021 Bonds for sale to the public. Unless the Underwriters shall otherwise advise the Authority in writing prior to the Closing Date, the Authority may assume that the end of the underwriting period is the Closing Time.

(i) The Authority is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the Series 2021 Bonds, the Authority Documents or the Official Statement, or the Authority's performance hereunder and thereunder (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the Underwriters' offers or sales of the Series 2021 Bonds).

(j) Any certificate signed by any Authority officer and delivered to the Underwriters shall be deemed a representation and warranty by the Authority to the Underwriters as to the statements made therein.

(k) The Authority agrees to take all reasonable steps as requested to cooperate with the Underwriters and their counsel in order to qualify the Series 2021 Bonds for offering and sale

under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriters may request, provided that the Authority need not consent to jurisdiction or service of process in any jurisdiction other than the Commonwealth.

(l) The Authority has never defaulted in the payment of the principal of or interest on any indebtedness, and has not exercised any rights of nonappropriation or similar rights. No proceedings have ever been taken, are being taken, or are contemplated by the Authority under the United States Bankruptcy Code or under any similar law or statute of the United States or the Commonwealth.

(m) Other than as described in the Official Statement, the Authority has not entered into any contract or arrangement of any kind that might give rise to any lien or encumbrance on the payments to be received by the Authority from the County pursuant to the Installment Purchase Contract.

***Section 5. Delivery of Series 2021 Bonds***

The Series 2021 Bonds shall be delivered to the order of the Underwriters through The Depository Trust Company in New York, New York, by 12:00 noon, Eastern Time, on \_\_\_\_\_, 2021, or such other place, time or date as shall be mutually agreed on in writing by the Authority, the County and the Underwriters. Simultaneously, the Underwriters shall make the payment required pursuant to Section 1 above, in immediately available funds, to the County or at its direction. In this Agreement, the date of such delivery and payment is called the “Closing Date,” and the time and date of such delivery and payment is called the “Closing Time.”

The Series 2021 Bonds shall be delivered in fully registered form, in the form of one Series 2021 Bond for each maturity of each series, bearing CUSIP numbers (provided neither the inclusion of a wrong CUSIP number on any Series 2021 Bond nor the failure to include a number thereon shall constitute cause to refuse delivery of any Series 2021 Bond).

***Section 6. Conditions to Underwriters’ Obligations***

The Underwriters’ obligation hereunder is subject to the following conditions:

(a) The Authority Documents, the County Documents (as defined in the Letter of Representation) and the Official Statement shall have been duly authorized or adopted and shall be in full force and effect, and, if applicable, executed and delivered in the forms heretofore approved by the Underwriters with only such changes as are mutually agreed on by the Authority or the County, as applicable, and the Underwriters.

(b) The performance by the Authority of its obligations and adherence to its covenants hereunder and the performance by the County of its obligations and adherence to its covenants under the Letter of Representation, to have been performed at or prior to the Closing Time.

(c) The representations and warranties contained in this Agreement by the Authority, and the representations and warranties contained in the Letter of Representation by the County, are true, complete and correct today and as of the Closing Time as if made at the Closing Time.

(d) There is no material adverse change in the County's or the Authority's condition (financial or otherwise) between the most recent dates as to which information is given in the Official Statement and the Closing Time, other than as reflected in or contemplated by the Official Statement, and there are at the Closing Time no material transactions or obligations (not in the ordinary course of business) entered into by the Authority or the County after the date of the Official Statement, other than as reflected in or contemplated by the Official Statement.

(e) All necessary approvals, whether legal or administrative, have been obtained from such federal, state and local entities or agencies as are appropriate and are required in connection with the financing.

(f) At the Closing Time, the Underwriters must receive:

(i) Opinions dated the Closing Date of (A) Norton Rose Fulbright US LLP, Bond Counsel, in substantially the form of Appendix D to the Official Statement, and (B) Kaufman & Canoles, a Professional Corporation, counsel to the Underwriters, in form and substance acceptable to the Underwriters.

(ii) An opinion of Elizabeth D. Teare, Esq., County Attorney, dated the Closing Date and addressed to the Underwriters, to the effect that (A) the County is a political subdivision of the Commonwealth, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the County Resolution was duly adopted by the Board of Supervisors and is in full force and effect, (C) the County has all the necessary power and authority (1) to execute and deliver, if applicable, the County Documents and (2) to consummate all of the actions contemplated by the County Documents, (D) the County Documents have been duly authorized and, if applicable, executed and delivered by the County and constitute valid and legally binding obligations of the County, enforceable (subject to customary exceptions) against the County in accordance with their terms, (E) no further approval, consent or withholding of objection on the part of any regulatory body, federal, Commonwealth or local, is required for the County to execute and deliver and perform its obligations under the County Documents, (F) the adoption by the Board of Supervisors of the County Resolution and the execution and delivery by the County of the other County Documents and the consummation by the County of the transactions contemplated by them are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the County, any ordinance or resolution of the County, or any material contract, indenture or agreement to which the County is a party or by which the County is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the County's revenues, assets, properties or funds except as contemplated in the County Documents, and (G) to her knowledge, there is no legal action or other proceeding, or any investigation or inquiry (before any court, agency, arbitrator or otherwise), pending or threatened against the County or any of their officials, in their respective capacities, (1) to restrain or enjoin the issuance, sale or delivery of the Series 2021 Bonds or the application of proceeds of the Series 2021

Bonds as provided in the Official Statement or (2) that may reasonably be expected to have a material and adverse effect upon the due performance by the County of the transactions contemplated by the County Documents and the Official Statement or the validity or enforceability of the Series 2021 Bonds or the County Documents.

(iii) An opinion of McGuireWoods LLP, dated the Closing Date and addressed to the Underwriters, to the effect that (A) the Authority is a political subdivision of the Commonwealth, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the Authority Resolution was duly adopted by the Authority and is in full force and effect, (C) the Authority has all necessary power and authority (1) to execute and deliver the Authority Documents and (2) to consummate all of the actions contemplated by the Authority Documents, (D) the Authority Documents have been duly authorized and, if applicable, executed and delivered by the Authority and constitute valid and legally binding obligations of the Authority, enforceable (subject to customary exceptions) against the Authority in accordance with their terms, (E) no further approval, consent or withholding of objection on the part of any regulatory body, federal, Commonwealth or local, is required for the Authority to execute and deliver and perform its obligations under the Authority Documents, (F) the adoption by the Authority of the Authority Resolution and the execution and delivery by the Authority of the other Authority Documents and the consummation by the Authority of the transactions contemplated by them are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the Authority, any ordinance or resolution of the Authority, or any material contract, indenture or agreement to which the Authority is a party or by which the Authority is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the Authority's revenues, assets, properties or funds except as contemplated in the Authority Documents, and (G) to his knowledge, there is no legal action or other proceeding, or any investigation or inquiry (before any court, agency, arbitrator or otherwise), pending or threatened against the Authority or any of its officials, in their respective capacities, (1) to restrain or enjoin the issuance, sale or delivery of the Series 2021 Bonds or the application of proceeds of the Series 2021 Bonds as provided in the Official Statement or (2) which may reasonably be expected to have a material and adverse effect upon the due performance by the Authority of the transactions contemplated by the Authority Documents and the Official Statement or the validity or enforceability of the Authority Documents.

(iv) A supplemental opinion of Bond Counsel, dated the Closing Date and in form and substance acceptable to the Underwriters to the effect that:

(A) (i) the information contained in those portions of the Official Statement entitled **“ESTIMATED SOURCES AND USES OF FUNDS,” “THE SERIES 2021 BONDS,” (excluding Book-Entry Only System), “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS,” “TAX MATTERS,” “LEGAL MATTERS” and “CONTINUING DISCLOSURE**

**UNDERTAKING,”** and **Appendices C, D, and E**, insofar as such information summarizes provisions of the Authority Documents or the County Documents or is a description of opinions rendered by Bond Counsel, is a fair and accurate summary of the information purported to be summarized, and (ii) nothing has come to Bond Counsel’s attention that has caused such counsel to believe that the Official Statement (excepting information relating to The Depository Trust Company and any statistical and financial data included in the Official Statement) contains any untrue statement of material fact or omits any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(B) the Series 2021 Bonds do not require registration under the Securities Act of 1933, as amended (the “Securities Act”);

(C) the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), does not require the qualification of the Authority Resolution or Trust Agreement thereunder; and

(D) this Agreement has been duly authorized, executed and delivered and constitutes a valid and legal obligation of the Authority.

(v) A certificate signed by the Authority’s Chairman or Vice Chairman, dated the Closing Date and in form and substance acceptable to the Underwriters, stating that (A) such officer has reviewed the Preliminary Official Statement and the Official Statement and that, as of the dates of such documents and as of the Closing Date (excluding the information under the headings **“THE COUNTY,” “THE SERIES 2021 BONDS – Book-Entry Only System”** and **“TAX MATTERS”** and **Appendices A, B, D and E**), such documents do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in such documents, in the light of the circumstances under which they were made, not misleading, and (B) such officer has reviewed the Authority’s covenants, agreements, representations and warranties hereunder, and further confirming the Authority’s compliance with such covenants and agreements and the accuracy of such representations and warranties.

(vi) Evidence satisfactory to the Underwriters that the Series 2021 Bonds have received a rating of “[AA+]” from Fitch, Inc., “[Aa1]” from Moody’s Investors Service, Inc., and “[AA+]” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, and that each such rating is in effect at the Closing Time.

(vii) Certified copies of all relevant proceedings of the Board of Commissioners of the Authority and the Board of Supervisors.

(viii) Original executed or certified copies of the Authority Documents and the County Documents.

(ix) Evidence satisfactory to the Underwriters that the Authority’s issuance of the Series 2021 Bonds has received the County’s required approval and that such approval remains in effect.

(x) Signed copies of a certificate or certificates, dated the Closing Date, signed by the Authority's Chairman or Vice Chairman to the effect that (1) the representations and warranties of the Authority contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (2) to the best of the knowledge of such officer, the information in the Official Statement, (excluding the information under the headings "**THE COUNTY**," "**THE SERIES 2021 BONDS – Book-Entry Only System**" and "**TAX MATTERS**" and **Appendices A, B, D and E**), (the "Authority Information") does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (3) to the knowledge of such officer, no litigation is pending against the Authority or pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the Authority or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2021 Bonds, or materially and adversely affecting the right of the Authority to collect revenues and other moneys pledged or to pledged to pay the principal of and interest on the Series 2021 Bonds, or the pledge thereof, or in any way materially and adversely contesting or affecting the validity or enforceability of the Authority Documents or this Agreement, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the Authority or its authority with respect to the Authority Documents or this Agreement; (4) to the best of the knowledge of such officer, no event materially and adversely affecting the Authority or the transactions contemplated by the Official Statement has occurred since the date of the Official Statement that, in the reasonable opinion of the Authority, is necessary to be set forth in an amendment or supplement to the Official Statement (whether or not the Official Statement shall have been amended or supplemented to set forth such event) to make the statements therein, in the light of the circumstances under which they were made, not misleading; (5) the Authority has the full legal right, power and authority to carry out and consummate the transactions contemplated to be carried out by the Authority by the Official Statement; and (6) the Authority has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(xi) Signed copies of a certificate or certificates, dated the Closing Date, signed by the Chief Financial Officer of the County to the effect that (1) the representations and warranties of the County contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (2) to the best of the knowledge of such officer, the information in the Official Statement, (excluding the information under the headings "**THE AUTHORITY**," "**THE SERIES 2021 BONDS – Book-Entry Only System**" and "**TAX MATTERS**" and **Appendices C and D**) (the "County Information"), does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (3) to the knowledge of such officer, no litigation is pending against the County or pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the County or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2021 Bonds, or materially and adversely affecting the ability of the County to make payments under the Installment Purchase Agreement, or in any way

materially and adversely contesting or affecting the validity or enforceability of the Series 2021 Bonds, the County Resolution), this Agreement or the Letter of Representation, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the County or its authority with respect to the County Documents or the Letter of Representation; (4) to the knowledge of such officer, no event materially and adversely affecting the County or the transactions contemplated by the Official Statement has occurred since the date of the Official Statement which, in the reasonable opinion of the County, is necessary to be set forth in an amendment or supplement to the Official Statement (whether or not the Official Statement shall have been amended or supplemented to set forth such event) to make the statements therein, in the light of the circumstances under which they were made, not misleading; (5) the County has the full legal right, power and authority to carry out and consummate the transactions contemplated to be carried out by the County by the Official Statement; and (6) the County has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(xii) An executed version of the Verification Report provided by Robert Thomas CPA, LLC.

(xiii) Such additional certificates and other documents in such form and substance as the Underwriters, their counsel or Bond Counsel may request to evidence performance of or compliance with the provisions of the Authority Documents or the Official Statement and the transactions contemplated hereby and thereby, the truth and accuracy as of the Closing Time of the Authority's and the County's representations herein and in the Official Statement, and the Authority's and the County's due performance at or prior to the Closing Time of all agreements then to be performed by the Authority or the County, as applicable.

The delivery of the above documents shall be made on the Closing Date, at or prior to the Closing Time, at Norton Rose Fulbright US LLP's Washington, D.C., office, or at such other place as the Authority, the County and the Underwriters may hereafter determine.

The Authority and the County shall exercise their reasonable best efforts to fulfill such of the foregoing conditions as may be under their control or direction. In no event shall the failure of any such condition to be met constitute a default on the part of any party (except any party who had such condition under its control or direction). The provisions of Section 1(d) shall apply whether or not the failure of any such condition to be met constitutes a default on the part of any party.

***Section 7. Underwriters' Right to Cancel***

The Underwriters have the right to cancel their obligations hereunder by notifying the Authority or the County in writing of their election to do so between today and the Closing Time, if at any time before the Closing Time:

(a) [note-this subsection only applicable to Series 2021 A and B bonds][legislation shall have been enacted by the Congress of the United States, or a decision shall have been

rendered by a court of the United States or the Commonwealth, or a ruling, resolution, regulation, or temporary regulation, release, or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or Commonwealth authority, with respect to federal or Commonwealth taxation upon revenues or other income of the general character of that to be derived by the Authority or the County from its operations, or upon interest received on obligations of the general character of the Tax-Exempt Bonds that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Tax-Exempt Bonds, or the market price or marketability of the Tax-Exempt Bonds]; or

(b) there shall exist any event or circumstance that in the Underwriters' reasonable judgment either makes untrue or incorrect in any material respect any statement or information in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make any statement of material fact therein not misleading in any material respect; or

(c) there shall have occurred (a) an outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war occurs, or (b) the occurrence of any other calamity or crisis or any change in the financial, political, or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (a) or (b), in the reasonable judgment of the Underwriters, materially adversely affects the market price or marketability of the Series 2021 Bonds; or

(d) there shall be in force a general suspension of trading on the New York Stock Exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by the New York Stock Exchange or by an order of the SEC or any other governmental authority having jurisdiction that, in the Underwriters' reasonable judgment, materially adversely affects the market price or marketability of the Series 2021 Bonds; or

(e) a general banking moratorium shall have been declared by federal or state authorities having jurisdiction and be in force that, in the Underwriters' reasonable judgment, materially adversely affects the market price or marketability of the Series 2021 Bonds; or

(f) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation, or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that the Series 2021 Bonds or any comparable securities of the Authority, or any obligations of the general character of the Series 2021 Bonds are not exempt from the registration, qualification or other requirements of the Securities Act, or otherwise, or would be in violation of any provision of the federal securities laws or that the Trust Agreement or the Authority Resolution is not exempt from the qualification requirements of the Trust Indenture Act; or

(g) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, the

Underwriters established by the New York Stock Exchange, the SEC, any other federal or state agency or the Congress of the United States, or by Executive Order; or

(h) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering or sale of the Series 2021 Bonds, including all underlying obligations as contemplated hereby or by the Official Statement, or any Authority Documents, County Documents or other documents relating to the issuance, offering or sale of the Series 2021 Bonds, is or would be in violation of any provision of the federal securities laws; or

(i) there shall have been any material adverse change in the affairs of the Authority or the County that in the Underwriters' reasonable judgment will materially adversely affect the market price or marketability of the Series 2021 Bonds; or

(j) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Authority, the County or the Commonwealth (which, in the case of a financial crisis or default of the Commonwealth, causes a material adverse change in the affairs of the Authority or the County) or proceedings under the bankruptcy laws of the United States or of the Commonwealth shall have been instituted by the Authority, the County or the Commonwealth (which, in the case of a bankruptcy proceeding with respect to the Commonwealth, causes a material adverse change in the affairs of the Authority or the County), in either case the effect of which, in the reasonable judgment of the Underwriters, is such as to materially and adversely affect the market price or marketability of the Series 2021 Bonds; or

(k) any litigation shall be instituted or be pending as of the Closing Date to restrain or enjoin the issuance, sale or delivery of the Series 2021 Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Authority Resolution, the Authority Documents and the County Documents or the existence or powers of the Authority or the County with respect to its obligations under the Authority Documents and the County Documents.

***Section 8. Representations, Warranties, Covenants and Agreements to Survive Delivery***

All of the Authority's representations, warranties, covenants and agreements in this Agreement shall remain operative and in effect, regardless of any investigation made by the Underwriters on their own behalf, after delivery of and payment for any Series 2021 Bonds or of termination or cancellation of this Agreement.

***Section 9. Expenses***

The Authority acknowledges that the underwriting fee provided for in Section 1 represents compensation and reimbursement to the Underwriters for their professional services and direct expenses (for such items as travel and postage); provided, however, that nothing in this acknowledgement shall be deemed to make the Underwriters an agent of the Authority.

The Underwriters shall pay (which may be included as an expense component of the Underwriters' discount) their out-of-pocket expenses, which may include the fees and expenses of Underwriters' counsel (including the cost of performing any blue sky surveys), advertising expenses in connection with a public offering of the Series 2021 Bonds, fees of the CUSIP Bureau and any fees of the MSRB or the Securities Industry and Financial Markets Association.

The County shall pay all expenses and costs to effect the authorization, preparation, execution, delivery and sale of the Series 2021 Bonds, including, without limitation, the County's and Authority's fees and expenses (at or prior to closing), the incidental expenses of the employees of the Authority and the County incurred in connection with this financing, the fees and expenses of Bond Counsel, rating agency fees and expenses, the fees and expenses of the bond registrar and paying agent, any registration or similar fees for qualifying the Series 2021 Bonds for sale in various jurisdictions chosen by the Underwriters and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Series 2021 Bonds and the Official Statement and all other agreements and documents contemplated by this Agreement.

**Section 10. Use of Official Statement**

The Authority hereby ratifies and confirms the use of the Preliminary Official Statement by the Underwriters. The Authority authorizes the use of, and will make available, the Official Statement for use by the Underwriters in connection with the offer and sale of the Series 2021 Bonds.

**Section 11. Miscellaneous**

(a) Any notice or other communication to be given hereunder may be given by mailing or delivering the same in writing as follows:

If to the Underwriters: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Authority: Fairfax County Economic Development Authority  
8300 Boone Boulevard, Suite 450  
Vienna, Virginia 22182  
Attention: President, CEO

With a copy thereof sent to:  
McGuireWoods, LLP  
1750 Tysons Boulevard, Suite 1800  
Tysons, Virginia 22102-4215  
Attention: Michael W. Graff, Esq.



(h) Section headings in this Agreement are a matter of convenience of reference only, and such section headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement. Terms of any gender used herein shall include the masculine, feminine and neuter.

(i) Notwithstanding any provision herein to the contrary, the Underwriters, in their sole discretion, may waive the performance of any and all obligations of the Authority hereunder and the performance of any and all conditions contained herein for the Underwriters' benefit, and the Underwriters' approval when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by an appropriate officer or officers of the Underwriters, on the Underwriters' behalf, and delivered to the Authority.

(j) This Agreement is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by the parties hereto.

(k) This Agreement is effective on its acceptance by the Authority and approval by the County.

[Counterpart Signature Page to Bond Purchase Agreement]

\_\_\_\_\_,

as Representative of the Underwriters

By \_\_\_\_\_

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

**Accepted and agreed to:**

**FAIRFAX COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Title:

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

**Approved by:**

**FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_

Christina C. Jackson  
Chief Financial Officer

**EXHIBIT A**  
**RATE AND MATURITY SCHEDULE**  
**[SERIES 2021 A BONDS**

<u>Maturity (October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
2022	\$	%	%
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			

\_\_\_\_\_

\$\_\_\_\_\_ Term Bond due October 1, 20\_\_, priced to Yield \_\_\_\_\_%

\$\_\_\_\_\_ Term Bond due October 1, 20\_\_, priced to Yield \_\_\_\_\_%

**SERIES 2021 B BONDS**

<b>Maturity (October 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>
2022	\$	%	%
2023			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			

\$\_\_\_\_\_ Term Bond due October 1, 20\_\_, priced to Yield \_\_\_\_\_%

\$\_\_\_\_\_ Term Bond due October 1, 20\_\_, priced to Yield \_\_\_\_\_%]

## [SERIES 2021 C BONDS

<u>Maturity (October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
2022	\$	%	%
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			

---

\* Yield to first par call on October 1, 20\_\_.]

**EXHIBIT B****LETTER OF REPRESENTATION****FAIRFAX COUNTY, VIRGINIA**

I am an authorized official of Fairfax County, Virginia (the “County”), and am hereby executing and delivering this Letter of Representation as required under the terms of that certain Bond Purchase Agreement, of even date herewith (the “Bond Purchase Agreement”), between \_\_\_\_\_, as representative of the underwriters named therein (the “Underwriters”), and Fairfax County Economic Development Authority (the “Authority”), and approved by the County. Terms not otherwise defined in this Letter of Representation shall have the meanings assigned to them in the Bond Purchase Agreement.

**Section 1. *County’s Representations, Warranties, Covenants and Agreements***

The County hereby represents, warrants, covenants and agrees as follows:

(a) The County is, and will be at the Closing Time, (i) duly organized in the county executive form of government, a political subdivision of the Commonwealth of Virginia (the “Commonwealth”), with all power and authority granted to counties so organized under the Constitution and laws of the Commonwealth, and (ii) authorized to enter into and adopt and perform its obligations under the County Resolution, the Bond Purchase Agreement, the Installment Purchase Contract, a Continuing Disclosure Agreement delivered by the County, dated the Closing Date (the “Continuing Disclosure Agreement”), and this Letter of Representation (collectively, the “County Documents”) to have been performed at or prior to the Closing Time.

(b) The County has complied with all provisions of the Commonwealth’s constitution and laws pertaining to the County’s adopting or entering into the County Documents and has full power and authority to consummate all transactions contemplated by the County Documents and the Official Statement and any and all other agreements relating thereto to which the County is a party.

(c) As of the date of the Preliminary Official Statement, at the time of the County’s delivery of this Letter of Representation and (unless an event occurs of the nature described in Section 1(i) below) at all subsequent times up to and including the Closing Time, the Authority Information and the County Information contained in the Preliminary Official Statement and the Official Statement and in any amendment or supplement thereto that the County may authorize for use with respect to the Series 2021 Bonds was, is and will be true and correct and did not contain, does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 1(i) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to Section 1(i) below) at all times subsequent thereto up to and including the Closing Time, the County shall take all steps necessary to ensure that the Authority Information and the County Information in the Official Statement as so supplemented or amended does not

contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Except as otherwise described in the Preliminary Official Statement and the Official Statement, the County has complied in all material respects during the last five years with its prior continuing disclosure undertakings with respect to Rule 15c2-12.

(d) The County has duly adopted and authorized, at one or more public meetings duly called and held at which quorums were present and acting throughout, (i) the distribution and use of the Official Statement; (ii) the adoption, execution, delivery and due performance of the County Documents and any and all such other agreements and documents as may be required to be executed and delivered by the County in order to carry out, give effect to and consummate the transactions contemplated by the County Documents and by the Official Statement; and (iii) the carrying out, giving effect to and consummation of the transactions contemplated by the County Documents and the Official Statement. Upon the Closing Date, the County shall have duly adopted or authorized, executed and delivered each County Document and the Official Statement.

(e) To the County's knowledge, except as and to the extent described in the Preliminary Official Statement and the Official Statement, there is no action, proceeding or investigation before or by any court or other public body pending or threatened against or affecting the County or any County officer or employee in an official capacity (or, to the County's knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated or described herein or in the Official Statement, or the validity of the County Documents or of any other agreement or instrument to which the County is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated or described herein or in or by the Official Statement, (ii) the condition of the County, financial or otherwise, or (iii) the completeness or accuracy of the Official Statement.

(f) The County's adoption or execution and delivery of the County Documents and other agreements contemplated by the County Documents and by the Official Statement, and compliance with the provisions thereof, will not constitute on the County's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any contract, agreement, loan or other instrument to which the County is subject or by which the County is or may be bound. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default under any such agreement, including the County Documents.

(g) The County will not take or omit to take any action the taking or omission of which will in any way cause the proceeds from the sale of the Series 2021 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Authority Resolution and the County Resolution and which would cause the interest on the Tax-Exempt Bonds to be includable in the gross income of the recipients thereof for federal or Commonwealth income tax purposes.

(h) The County Information included in the Official Statement presents fairly the financial information purported to be shown as of the indicated dates. There has been no material

adverse change in the financial condition of the County as a whole since June 30, 2020. The County is not a party to any contract or agreement or subject to any statutory or other restriction not disclosed in the Official Statement, the performance of or compliance with which may have a material, adverse effect on the County's or the Authority's financial condition or operations. The audited balance sheets and the related financial statements of the County contained in the Official Statement in Appendix B present fairly the County's financial condition as of the dates indicated, and the County has no reason to believe that, except as stated in the Official Statement, such statements have not been prepared in accordance with generally accepted accounting principles consistently applied.

(i) If between the date of the Bond Purchase Agreement and the date that is 25 days after the "end of the underwriting period," as defined below, any event shall occur that might or would cause the County Information included in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County shall promptly notify the Underwriters. If, in the opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County will cooperate with the Authority and at the County's expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriters.

The "end of the underwriting period" is the time that is the later of (i) the Closing Time and (ii) the time the Underwriters do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Series 2021 Bonds for sale to the public. Unless the Underwriters shall otherwise advise the County in writing prior to the Closing Date, the County may assume that the end of the underwriting period is the Closing Time.

(j) The County is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the County Documents or the Official Statement, or the County's performance hereunder and thereunder (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the Underwriters' offer or sale of the Series 2021 Bonds). The County has obtained as of the date hereof all permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the date hereof for the performance and enforcement of the obligations of the County under the County Documents, the acquisition, construction, equipping, occupation, operation and use of the projects to be financed or refinanced with the proceeds of the Series 2021 Bonds. The County knows of no reason why any such required permits or approvals not obtained as of the date hereof cannot be obtained as needed.

(k) Any certificate signed by any County officer and delivered to the Underwriters shall be deemed a representation and warranty by the County to the Underwriters as to the statements made therein.

(l) The County agrees to take all reasonable steps as requested to cooperate with the Underwriters and their counsel in order to qualify the Series 2021 Bonds for offering and sale

under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriters may request, provided that the County need not consent to jurisdiction or service of process in any state other than the Commonwealth.

(m) The County has never defaulted in the payment of principal or interest on any indebtedness, has not exercised any rights of nonappropriation or similar rights with respect to such indebtedness, and has not borrowed for general fund cash-flow purposes. No proceedings have ever been taken, are being taken, or are contemplated by the County under the United States Bankruptcy Code or under any similar law or statute of the United States or the Commonwealth.

(n) The County will comply with the information reporting requirements adopted by the SEC under Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “Rule”), and the Municipal Securities Rulemaking Board with respect to municipal securities such as the Series 2021 Bonds as provided in the Continuing Disclosure Agreement. Except as described in the Official Statement under the caption “Continuing Disclosure Undertaking,” in the five years preceding the date of the Official Statement, the County has materially complied with its undertakings under the Rule.

(o) The County acknowledges and agrees that (i) the purchase and sale of the Series 2021 Bonds pursuant to the Bond Purchase Agreement is an arm’s-length commercial transaction between the Authority and the Underwriters as consented to by the County, (ii) in connection with such transaction, the Underwriters are acting solely as a principal and not as an agent, municipal advisor, financial advisor or a fiduciary of the County, (iii) the Underwriters have not assumed (individually or collectively) any advisory or fiduciary responsibility in favor of the County with respect to the offering of the Series 2021 Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of any Underwriters, have advised or are currently advising the County on other matters) or any other obligation to the County except the obligations expressly set forth in the Bond Purchase Agreement, (iv) the County has consulted with its own municipal, tax, accounting, legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2021 Bonds and (v) the Underwriters have financial and other interests that differ from those of the County and the Authority.

## ***Section 2. Representations, Warranties, Covenants and Agreements to Survive Delivery***

All of the County’s representations, warranties, covenants and agreements in this Letter of Representation shall remain operative and in effect, regardless of any investigation made by the Underwriters on their own behalf, after delivery of and payment for any Series 2021 Bonds or of termination or cancellation of the Bond Purchase Agreement or this Letter of Representation.

## ***Section 3. Official Statement***

The County authorizes the use and distribution of, and will cooperate with the Authority to make available, the Preliminary Official Statement and the Official Statement for the use and distribution by the Underwriters in connection with the sale of the Series 2021 Bonds.

The County shall cooperate with the Authority to deliver, or cause to be delivered, to the Underwriters copies of the final Official Statement in sufficient quantity in order for the

Underwriters to comply with Rule 15c2-12(b)(2) promulgated under the Securities Exchange Act of 1934, as amended.

**Section 4. *Continuing Disclosure Undertaking***

The County will undertake, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notices to certain events.

**Section 5. *Notice***

Any notice or other communication to be given to the County under the Bond Purchase Agreement or this Letter of Representation may be given by mailing or delivering the same in writing to 12000 Government Center Parkway, Fairfax, Virginia 22035-0064, Attention: Department of Management and Budget.

This Letter of Representation is delivered this \_\_\_ day of \_\_\_\_\_, 2021.

**FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_  
Christina C. Jackson  
Chief Financial Officer

[THIS EXHIBIT ONLY APPLICABLE TO TAX-EXEMPT BOND BPA]  
EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE

\$ \_\_\_\_\_  
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY  
FAIRFAX COUNTY FACILITIES REVENUE BONDS  
SERIES 2021 A  
(COUNTY FACILITIES PROJECTS)(GREEN BONDS)

and

\$ \_\_\_\_\_  
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY  
FAIRFAX COUNTY FACILITIES REVENUE REFUNDING BONDS  
SERIES 2021 B  
(COUNTY FACILITIES PROJECTS)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of \_\_\_\_\_ (“\_\_\_\_\_”) and \_\_\_\_\_ and \_\_\_\_\_ (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 Economic Development Authority (the “**Issuer**”).

1. *Initial Offering Price of the Hold-the-Offering-Price Maturities.*

(a) 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 reflecting such Initial Offering Prices is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated \_\_\_\_ \_\_, 2021, the members of 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, 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 all Maturities of the Bonds, which are listed in Schedule A hereto.

(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, and (ii) the date on which 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 \_\_\_\_ \_\_, 2021.

(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 distribution agreement participating in the initial sale of the Bonds to the Public).

[Final certificate may include standard representations regarding callable premium bonds and computations performed by the underwriters (e.g., yield and weighted average maturity) as may be required by the Issuer.]

[Remainder of page intentionally left blank]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents \_\_\_\_\_’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.

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2021

**SCHEDULE A**  
**INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**  
*(Attached)*

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**  
*(Attached)*

## Schedule I

## Initial Offering Prices Series 2021 A Bonds

<b>Maturity (October 1)</b>	<b>Principal Amount</b>	<b>Initial Offering Prices</b>
2022	\$	
2023		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		

\*Priced to first optional redemption date of October 1, 20\_\_.

## Initial Offering Prices Series 2021 B Bonds

<b>Maturity (October 1)</b>	<b>Principal Amount</b>	<b>Initial Offering Prices</b>
2022	\$	
2023		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		

\*Priced to first optional redemption date of October 1, 20\_\_.

**BOND PURCHASE AGREEMENT**

Among

**FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY,**

**FAIRFAX COUNTY, VIRGINIA**

and

**WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC**

Relating to

[\$\_\_\_\_\_]

**FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY  
FAIRFAX COUNTY FACILITIES REVENUE REFUNDING BOND  
SERIES 2021 D  
(COUNTY FACILITIES PROJECTS) (FEDERALLY TAXABLE)**

Dated [November \_\_, 2021]

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## BOND PURCHASE AGREEMENT

**THIS BOND PURCHASE AGREEMENT** is dated [November \_\_, 2021] (as amended, modified or restated from time to time, this “*Agreement*”), among the **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “*Authority*”), **FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “*County*”), and **WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC**, a Delaware limited liability company, and its successors and assigns (the “*Purchaser*”).

### W I T N E S E T H:

WHEREAS, pursuant to the Constitution and the laws of the Commonwealth of Virginia, including Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law (the “*Enabling Act*”) and that certain Master Trust Agreement dated as of January 1, 2005 (the “*Master Trust Agreement*”), as previously supplemented and as supplemented by that certain Fifth Supplemental Trust Agreement dated as of [November 1, 2021] (the “*Supplemental Trust Agreement*” and, together with the Master Trust Agreement, the “*Trust Agreement*”), each between the Authority and U.S. Bank National Association, as successor trustee (the “*Trustee*”), the Authority is issuing its Fairfax County Facilities Revenue Refunding Bond, Series 2021 D (County Facilities Projects) (Federally Taxable) (the “*Bond*”);

WHEREAS, the Bond is being issued to refund certain outstanding maturities of the Authority’s Fairfax County Facilities Revenue and Refunding Bonds, Series 2014A (County Facilities Projects) (the “*Series 2014A Bonds*”) issued to finance the improvement of certain property to be used by the County as a public safety facility (the “*Public Safety Facility Project*”) and to pay costs of issuance of the Bond;

WHEREAS, the Bond is payable from installment payments to be made by the County under that certain Installment Purchase Contract dated [November 1, 2021] (the “*Installment Purchase Contract*”), between the Authority and the County, pursuant to which the Authority has sold to the County the Authority’s interest in the Public Safety Facility Project and has agreed to refinance the Series 2014A Bonds;

WHEREAS, on the date of issuance, the interest rate on the Bond shall be the Taxable Rate (as defined herein) and, subject to the satisfaction of certain conditions set forth herein and in the Supplemental Trust Agreement, the interest rate on the Bond shall convert to the Tax-Exempt Rate (as defined herein); and

WHEREAS, the Purchaser hereby agrees to provide such a commitment to purchase the Bond from the Authority when issued in compliance with the requirements and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, including the covenants, terms and conditions hereinafter contained, and to induce the Purchaser to purchase the Bond, the Purchaser, the County and the Authority agree as follows:

**ARTICLE I**  
**DEFINITIONS**

**Section 1.01. Definitions.** In addition to terms defined at other places in this Agreement, the following defined terms are used throughout this Agreement with the following meanings:

“*affiliate*” means, with respect to any Person, any other Person directly or indirectly controlling or controlled by or under common control with such Person. Without limiting the foregoing, the definition of “affiliate” of any Person shall include any subsidiary of such Person and, with respect to the Purchaser, shall include Wells Fargo Securities (a trade name) and Wells Fargo Bank, National Association.

“*Agreement*” has the meaning set forth in the recitals hereof.

“*Anti-Corruption Laws*” means (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended, and (b) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which the County is located or doing business.

“*Anti-Money Laundering Laws*” means applicable laws or regulations in any jurisdiction in which the County is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“*Authority*” has the meaning set forth in the recitals hereof.

“*Authorized Representative*” means any person authorized from time to time in writing by the County or the Authority, or their successors and assigns, to perform a designated act or execute a designated document.

“*Basic Contract Payments*” has the meaning set forth in the Installment Purchase Contract.

“*Bond*” has the meaning set forth in the recitals hereof.

“*Bond Counsel*” means Norton Rose Fulbright US LLP.

“*Bond Documents*” means, collectively, this Agreement, the Master Trust Agreement, the Supplemental Trust Agreement, the Bond, the Installment Purchase Contract and [\_\_\_\_\_].

“*Breakage Fee*” shall have the meaning assigned in Exhibit B.

“*Business Day*” has the meaning assigned in the Master Trust Agreement.

“*Closing Date*” means the date of issuance of the Bond, [November \_\_, 2021], or such other date if acceptable to the Purchaser, subject to the satisfaction of the conditions precedent set forth in Section 3.01(b).

“*Commonwealth*” means the Commonwealth of Virginia.

“*Confidential Information*” means any sensitive or confidential information regarding the County, the Authority, the Purchaser or any affiliate of the Purchaser including, without limitation, address and account information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees.

“*Conversion Date*” means the date on which the conditions to the conversion of the interest rate on the Bond from the Taxable Rate to the Tax-Exempt Rate pursuant to [Section \_\_\_] of the Supplemental Trust Agreement and subject to the satisfaction of the conditions precedent set forth in Section 3.01(c) are satisfied, which date shall be on or after [October 1, 2024].

“*County*” has the meaning set forth in the recitals hereof.

“*Effective Date*” means the effective date of this Agreement, [October \_\_, 2021], subject to the satisfaction or waiver by the Purchaser of the conditions precedent set forth in Section 3.01(a).

“*EMMA*” means Electronic Municipal Market Access as provided by the Municipal Securities Rulemaking Board.

“*Enabling Act*” has the meaning set forth in the recitals hereof.

“*Event of Default*” in relation to this Agreement, shall have the meaning assigned to such term in Section 801 of the Master Trust Agreement and [Section 12.01] of the Installment Purchase Contract.

“*Fitch*” means Fitch, Inc., and any successor rating agency.

“*FRB*” means the Board of Governors of the Federal Reserve System of the United States, together with any successors thereof.

“*Installment Purchase Contract*” has the meaning set forth in the recitals hereof.

“*Investor Letter*” shall have the meaning assigned to such term in Section 2.01(b).

“*Margin Stock*” has the meaning ascribed to such term in Regulation U promulgated by the FRB, as now and hereafter from time to time in effect.

“*Master Trust Agreement*” has the meaning set forth in the recitals hereof.

“*Moody’s*” means Moody’s Investors Service, Inc., and any successor rating agency.

“*Owner*” means the registered owner of the Bond.

“*Parity Debt*” means bonded indebtedness issued pursuant to the Master Trust Agreement secured on a parity with the Bond by payments due under payment agreements including terms similar to the terms of the Installment Purchase Contract.

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001).

“*Person*” means any individual, corporation, not for profit corporation, partnership, limited liability company, joint venture, association, professional association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

“*Property*” means, when used in connection with any Person, any and all rights, title and interests of such Person in and to any and all property (including cash) whether real, personal or mixed, or tangible or intangible, and wherever situated.

“*Public Safety Facility Project*” has the meaning set forth in the recitals hereof.

“*Purchaser*” has the meaning set forth in the recitals hereof.

“*Purchase Price*” has the meaning assigned in Section 2.01(b).

“*S&P*” means S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, and any successor rating agency.

“*Sanction*” or “*Sanctions*” means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and anti-terrorism laws imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or Executive Order, (b) the United Nations Security Council, (c) the European Union, (d) the United Kingdom, or (e) any other governmental authority with jurisdiction over the County.

“*Sanctioned Target*” means any target of Sanctions, including: (a) Persons on any list of targets identified or designated pursuant to any Sanctions, (b) Persons, countries or territories that are the target of any territorial or country-based Sanctions program, (c) Persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (d) otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

“*Series 2014A Bonds*” has the meaning set forth in the recitals hereof.

“*Supplemental Trust Agreement*” has the meaning set forth in the recitals hereof.

“*Taxable Rate*” means [\_\_\_%], the rate of interest on the Bond payable from the Closing date to but not including the Conversion Date.

“*Tax-Exempt Rate*” means [\_\_\_%], the rate of interest on the Bond payable from and after the Conversion Date.

“*Tax-Exempt Bond Conversion Agreement*” means an agreement by and among the Authority, the County and the Purchaser providing for the conversion of the interest rate on the

Bond from the Taxable Rate to the Tax-Exempt Rate, in substantially the form attached to the Supplemental Trust Agreement as [Exhibit \_\_] thereto.

“Trust Agreement” has the meaning set forth in the recitals hereof.

“Trustee” has the meaning set forth in the recitals hereof.

**Section 1.02. Incorporation of Certain Definitions by Reference; Interpretation.**

Each capitalized term used herein and not otherwise defined herein shall have the meaning provided therefor in the Trust Agreement, unless the context otherwise requires. In the event of any conflict between the terms and provisions of this Agreement and the provisions of the Trust Agreement, the provisions of the Trust Agreement shall be controlling.

**ARTICLE II**

**PURCHASE OF OBLIGATION**

**Section 2.01. Execution of this Agreement; Purchase of Bond.**

(a) *Execution of Agreement.* The Purchaser, the County and the Authority are entering into this Agreement to memorialize the Purchaser’s agreement to purchase the Bond on the Closing Date upon the issuance of the Bond by the Authority and the Authority’s agreement to issue the Bond at the request of the County on the Closing Date in such form and having such terms as set forth in the Supplemental Trust Agreement and herein.

(b) *Purchase Price.* Upon the terms and conditions and based on the representations, warranties and covenants of the County and the Authority set forth herein and in the other Bond Documents, the Purchaser hereby agrees to purchase from the Authority and the County hereby agrees to cause the Authority to sell to the Purchaser the Bond at par in an aggregate principal amount equal to [ \$ \_\_\_\_\_ ] (the “Purchase Price”). The Bond shall have those terms set forth in Exhibit A hereto and those set forth in the Bond Documents. The Bond is being purchased by the Purchaser as evidence of a privately negotiated loan for investment in its own account and not with a present view toward resale or distribution. On the Closing Date, the Purchaser shall deliver to the Authority an investor letter in the form of Exhibit C hereto (the “Investor Letter”).

(c) *Closing.* On the Closing Date, the Authority and the County shall deliver to the Purchaser the documents described in and satisfy the conditions set forth in Section 3.01(b). Upon delivery of such documents and satisfaction of such conditions, the Purchaser will pay the Purchase Price for the Bond in immediately available federal funds at the direction of the County. One fully registered Bond, in the aggregate principal amount equal to the Purchase Price, shall be issued to and registered in the name of the Purchaser, and shall be delivered at the direction of the Purchaser. On the Closing Date, the Bond shall bear interest at the Taxable Rate and interest on the Bond shall not be excludable from gross income for federal income tax purposes.

(d) *Failure to Issue or Satisfy Conditions.* If for any reason the Bond is not issued and sold to the Purchaser on the Closing Date in accordance with the terms and conditions of this Agreement, the Breakage Fee shall be calculated as provided in Exhibit B hereto. If the Breakage Fee, as so calculated, is a positive number, the County shall pay such amount to the Purchaser on the Closing Date. If the Breakage Fee, as so calculated, is zero or a negative number, no Breakage Fee shall be paid. The obligation of the County to pay the Breakage Fee is a valid and binding obligation of the County but subject to and contingent upon the annual appropriation by the Board of Supervisors of the County of funds for such purpose.

(e) *Issue Price.* The Purchaser shall execute an Issue Price Certificate on the Closing Date and the Conversion Date (if applicable) prepared by Bond Counsel substantially in the form set forth in Exhibit D hereto.

(f) *Conversion Date.* In the event the Authority, the County and the Purchaser agree to enter into a Tax-Exempt Bond Conversion Agreement, and upon the delivery of the documents described in, and satisfaction of the conditions set forth in, Section 3.01(c) and [Section \_\_\_] of the Supplemental Trust Agreement, the interest rate on the Bond shall convert to the Tax-Exempt Rate.

### ARTICLE III

#### CONDITIONS PRECEDENT TO PURCHASE OF OBLIGATION

**Section 3.01. Conditions Precedent to Execution and Closing.** The Purchaser has entered into this Agreement in reliance upon the representations, warranties and covenants of the County and the Authority contained herein and in the Bond Documents and to be contained in the documents and instruments to be delivered on the Closing Date and upon the agreement of the County and the Authority to perform their obligations hereunder and thereunder. Accordingly, the Purchaser's obligation under this Agreement to purchase and pay for the Bond shall be subject to the performance by the County and the Authority of their obligations to be performed hereunder and under such other documents and instruments to be delivered at or prior to the Closing Date, and shall also be subject to the requirements of the Bond Documents and the following conditions:

(a) *Conditions to Effectiveness of this Agreement.* The effectiveness of this Agreement is conditioned upon the satisfaction or waiver of the following conditions, in form and substance satisfactory to the Purchaser:

(i) On the Effective Date, (A) the representations and warranties of the County and the Authority contained herein shall be true, complete and correct, (B) the Master Trust Agreement shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Purchaser and (C) the County and the Authority shall have duly adopted and there shall be in full force and effect such orders and resolutions as shall be necessary in connection with the transactions contemplated hereby and in the other Bond Documents, and such orders and resolutions shall not have been amended,

modified or supplemented, except as may have been agreed to by the Purchaser in writing.

(ii) On or prior to the Effective Date, the Purchaser shall have received the following documents in form and substance reasonably satisfactory to the Purchaser:

(A) an opinion of counsel to the Authority, in form and substance satisfactory to the Purchaser, addressing the due authorization, execution, adoption, delivery and enforceability of this Agreement and such other matters as the Purchaser may require;

(B) an opinion of Bond Counsel, in form and substance satisfactory to the Purchaser, addressing the due authorization, execution, adoption, delivery and enforceability of this Agreement and such other matters as the Purchaser may require;

(C) an executed original of this Agreement and all proceedings of the County and the Authority relating to approvals or authorizations for the Bond and the execution and delivery of this Agreement and the other Bond Documents effective as of the Effective Date;

(D) a certificate dated as of the Effective Date, signed by an Authorized Representative of the County and in form and substance satisfactory to the Purchaser, certifying: (1) that each of the representations and warranties of the County set forth in this Agreement is true and correct in all material respects as of the Effective Date, (2) no Event of Default has occurred and (3) as to the names and signatures of the persons authorized to sign this Agreement on behalf of the County

(E) a certificate dated as of the Effective Date, signed by an Authorized Representative of the Authority and in form and substance satisfactory to the Purchaser, certifying: (1) that each of the representations and warranties of the Authority set forth in this Agreement is true and correct in all material respects as of the Effective Date, (2) no Event of Default has occurred and (3) as to the names and signatures of the persons authorized to sign this Agreement on behalf of the Authority; and

(F) such additional certificates, instruments, opinions or other documents as the Purchaser may reasonably request.

(b) *Conditions to Purchase of Bond.* The obligation of the Purchaser to purchase the Bond on the Closing Date is subject to satisfaction of the following conditions precedent on or before the Closing Date:

(i) On the Closing Date (A) the representations and warranties of the County and the Authority set forth in this Agreement shall be true, complete and correct, (B) this Agreement and the other Bond Documents shall be in full force

and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Purchaser and (C) the County and the Authority shall have duly adopted and there shall be in full force and effect such orders and resolutions as shall be necessary in connection with the transactions contemplated hereby and by the other Bond Documents, and such orders and resolutions shall not have been amended, modified or supplemented, except as may have been agreed to by the Purchaser in writing.

(ii) On or prior to the Closing Date the Purchaser shall receive the following:

(A) copies of the resolutions of the County and the Authority approving the execution and delivery of any of the Bond Documents executed after the Effective Date, to the extent not previously authorized;

(B) an executed original or certified copy, as applicable, of the Supplemental Trust Agreement and the Installment Purchase Agreement executed after the Effective Date;

(C) an authenticated Bond in physical form and registered in the name of the Purchaser;

(D) an opinion of counsel to the Authority, in form and substance satisfactory to the Purchaser, addressing the due authorization, execution, adoption, delivery and enforceability of the Bond Documents executed after the Effective Date and such other matters as the Purchaser may require;

(E) the approving opinion of Bond Counsel in form and substance satisfactory to the Purchaser;

(F) a certificate signed by an Authorized Representative of the Authority, certifying that on and as of the Closing Date (1) the Authority is in compliance with all of the terms, provisions, conditions, each covenant and any other material provision of the Bond Documents; (2) all requirements and preconditions to the issuance, execution, delivery and purchase of the Bond shall have been satisfied; (3) the Authority has complied with all agreements and covenants and satisfied all conditions stated in this Agreement on its part to be performed or satisfied at or prior to the Closing Date; (4) each representation and warranty of the Authority in this Agreement is true and correct as though made on and as of the Closing Date, (5) no Event of Default has occurred and is continuing or would result from the execution or performance of the Bond Documents; and (6) the names and signatures of the persons authorized to sign, on behalf of the Authority, the Bond Documents executed on the Closing Date;

(G) a certificate signed by an Authorized Representative of the County, certifying that on and as of the Closing Date (1) the County is in compliance with all of the terms, provisions, conditions, each covenant and

any other material provision of the Bond Documents; (2) all requirements and preconditions to the issuance, execution, delivery and purchase of the Bond shall have been satisfied; (3) the County has complied with all agreements and covenants and satisfied all conditions stated in this Agreement on its part to be performed or satisfied at or prior to the Closing Date; (4) each representation and warranty of the County in this Agreement is true and correct as though made on and as of the Closing Date, (5) no Event of Default has occurred and is continuing or would result from the execution or performance of the Bond Documents; and (6) the names and signatures of the persons authorized to sign, on behalf of the County, the Bond Documents executed on the Closing Date;

(H) recent evidence that the unenhanced long-term debt rating assigned by Moody's, S&P and Fitch to any Parity Debt is at least "Aa1," "AA+" and "AA+," respectively;

(I) evidence that a CUSIP number has been obtained and reserved from Standard & Poor's CUSIP Service for the Bond;

(J) the audited annual financial statements of the County for the fiscal year ended June 30, 2020; and

(K) such additional certificates, instruments, opinions or other documents as the Purchaser may reasonably request.

(iii) On or prior to the Closing Date, the Purchaser shall have received reimbursement of the Purchaser's fees and expenses incurred in connection with this Agreement including, without limitation, the legal fees and expenses of Kutak Rock LLP, counsel to the Purchaser, incurred in connection with the preparation, review, negotiation, execution and delivery of this Agreement and the other Bond Documents.

(c) *Conditions to Conversion of Interest Rate.*

(i) On or after [**October 1, 2024**], the Authority, the County and the Purchaser may, but are not required to, enter into a Tax-Exempt Bond Conversion Agreement that provides for the conversion of the interest rate on the Bond from the Taxable Rate to the Tax-Exempt Rate;

(ii) In the event the Authority, the County and the Purchaser elect to enter into a Tax-Exempt Bond Conversion Agreement, the conversion to the Tax-Exempt Rate shall not be effective unless all of the following conditions are met:

(A) The Authority, the County and the Purchaser shall have executed a Tax-Exempt Bond Conversion Agreement and delivered a copy of such agreement to the Trustee;

(B) Bond Counsel shall have delivered on the Conversion Date an opinion addressed to the Purchaser (or a letter expressly permitting the Purchaser to rely on such opinion) to the effect that, as of the Conversion Date, the interest on the Bond is excludable from gross income for federal income tax purposes;

(C) Bond Counsel shall have received a federal tax certificate in a form sufficient to support its opinion described in Section 3.01(c)(ii)(B) above;

(D) Bond Counsel shall have received such other documents and certifications from the Authority, the County, and the Purchaser, including issue price certificates, as may be necessary to support its opinion described in Section 3.01(c)(ii)(B) above; and

(E) Evidence satisfactory to the Purchaser that the conditions to conversion set forth in [Section \_\_\_\_] of the Supplemental Trust Agreement have been satisfied.

In the event the Authority, the County and the Purchaser do not elect to enter into a Tax-Exempt Bond Conversion Agreement or the conditions for the conversion of the interest rate set forth in Section 3.01(c) and [Section \_\_\_\_] of the Supplemental Trust Agreement are not satisfied on the Conversion Date, the interest rate on the Bond shall remain at the Taxable Rate.

## ARTICLE IV

### REPRESENTATION AND WARRANTIES

**Section 4.01.** The Authority represents and warrants to the Purchaser as follows:

(a) *Organization and Power.* The Authority (i) is by the terms of the Enabling Act a political subdivision of the Commonwealth and is validly existing under the laws of the Commonwealth under and pursuant to the Constitution of the Commonwealth and (ii) has all governmental power and authority, and all governmental licenses, authorizations, consents and approvals, to conduct its own business and to execute, deliver and perform its obligations under the Bond Documents and to issue and sell the Bond.

(b) *Consents.* No consent, approval, authorization or order of any court or governmental body is required for the performance by the Authority of its obligations under the Bond Documents.

(c) *No Conflict With Other Instruments or Law.* Neither the execution and delivery of the Bond, this Agreement or the other Bond Documents, nor compliance with the provisions thereof, by the Authority conflicts with or will result in a breach of or default under (i) any indenture, mortgage, commitment, note or other agreement or instrument to which the Authority is a party or by which it is bound or (ii) to the best of the Authority's knowledge, any other law, rule, regulation or ordinance or judgment, order or decree of

any court or governmental agency or body having jurisdiction over the Authority or any of its activities or properties.

(d) *Power and Authority; Enforceability.* (i) As of the Closing Date, the Authority will have taken all action required to be taken by it to authorize the issuance and delivery of the Bond and the performance of its obligations thereunder, (ii) the Authority has full legal right, power and authority to enter into this Agreement and the other Bond Documents and to perform its obligations hereunder and thereunder, and (iii) this Agreement and the other Bond Documents have been duly authorized and (assuming due authorization, execution and delivery by the other parties thereto) when executed, constitute valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms, subject to equitable principles, bankruptcy, insolvency and similar laws and public policy limiting the right to indemnification.

(e) *No Material Litigation.* To the Authority's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, or for which actual notice has been received, or threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from functioning, or contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices or (ii) wherein an unfavorable decision, ruling or finding would adversely affect (A) the existence or powers of the Authority, (B) the transactions contemplated by this Agreement and the other Bond Documents, or (C) the validity or enforceability of this Agreement and the other Bond Documents or any agreement or instrument to which the Authority is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the aforesaid documents.

**Section 4.02.** The County represents and warrants to the Purchaser as follows:

(a) *Organization and Power.* The County is duly organized in the county executive form of government, a political subdivision of the Commonwealth and is validly existing under the laws of the Commonwealth under and pursuant to the Constitution of the Commonwealth.

(b) *County; No Conflict With Other Instruments or Law.* The execution, delivery and performance of this Agreement and the other Bond Documents have been duly authorized and the consummation of the transactions contemplated hereby and thereby (i) are within the power and authority of the County, (ii) have been duly authorized by all necessary action on the part of the County, (iii) do not violate provisions of any indenture, mortgage, commitment, note or other agreement or instrument to which the County is a party or by which it is bound and (iv) do not violate provisions of statutory laws or regulations applicable to the County.

(c) *Enforceability.* The Bond Documents to which the County is a party constitute the legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except as enforcement may be limited

by bankruptcy, insolvency, reorganization, moratorium or other similar laws, statutes or rules of general application affecting the enforcement of creditor's rights or general principles of equity.

(d) *Governmental Approval.* The execution, delivery and performance of the Bond Documents to which the County is a party and the transactions contemplated thereby, do not require any authorization, exemption, counsel or approval of, notice to, or declaration or filing with, any governmental authority other than those obtained on or before the date hereof.

(e) *Litigation; Legislation.* (i) To the County's knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending, or threatened against or affecting the County wherein an unfavorable decision, ruling or finding would have a material adverse effect on the transactions contemplated by, or the validity or enforceability of, the Bond Documents or the Bond.

(ii) There is no amendment, or to the knowledge of the County, proposed amendment to the Constitution of the Commonwealth or any Commonwealth law or any administrative interpretation of the Constitution of the Commonwealth or any Commonwealth law, in each case before the General Assembly of the Commonwealth, or any legislation that has passed either house of the General Assembly of the Commonwealth, or any judicial decision interpreting any of the foregoing, the effect of which will materially adversely affect the issuance of the Bond, the security for the Bond or the County's obligations under the Installment Purchase Contract and the other Bond Documents, or the County's ability to pay when due its obligations under the Installment Purchase Contract.

(f) *Financial Statements.* The audited financial statements of the County for the fiscal year ended June 30, 2020, heretofore furnished to the Purchaser, fairly present the financial condition of the County in all material respects as of such dates and the results of its operations for the periods then ended in conformity with generally accepted accounting principles. Since June 30, 2020, there has been no change in the financial condition or operations of the County that could reasonably be expected to result in a material adverse change in the operations, business, properties, liabilities or condition of the County.

(g) *No Default.* No Event of Default or any event that, with the giving of notice or the lapse of time or both, would constitute an Event of Default has occurred and is continuing.

(h) *Usury.* The interest rate for the Bond does not violate any applicable Commonwealth law regarding permissible maximum rates of interest.

(i) *Compliance with Laws.* The County is in compliance with all laws, including environmental laws, except for such noncompliance that, singly or in the

aggregate, has not caused or is not reasonably expected to cause a material adverse effect on the County's ability to meet its obligations under the Installment Purchase Contract.

(j) *Anti-Corruption Laws and Anti-Money Laundering Laws.* The County has instituted, maintains and complies with policies, procedures and controls reasonably designed to assure compliance with Anti-Money Laundering Laws and Anti-Corruption Laws and, to the County's knowledge no officer, director or agent acting on behalf of the County is under investigation for an alleged violation of Anti-Money Laundering Laws or Anti-Corruption Laws by a governmental authority that enforces such laws.

(k) *Sanctions.* (i) The County is not a Sanctioned Target, (ii) the County has instituted, maintains and complies with policies, procedures and controls reasonably designed to assure compliance with Sanctions, and (iii) to the best of the County's knowledge, after due care and inquiry, no affiliate, officer, director or agent acting on behalf of the County is under investigation for an alleged violation of Sanction(s) by a governmental authority that enforces Sanctions.

(l) *Reserved.*

(m) *Security.* The Bond will be secured by the Master Trust Agreement and payable from Basic Contract Payments to be made by the County to the Authority pursuant to the Installment Purchase Contract and from other revenues pledged under the Master Trust Agreement. The Bond will rank on parity with other Parity Debt secured by the Master Trust Agreement. The obligations of the County to make Basic Contract Payments under the Installment Purchase Contract in each fiscal year of the County is absolute and unconditional but subject to and contingent upon the annual appropriation of funds by the Board of Supervisors of the County for such purpose.

(n) *Margin Stock.* The County is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of the Bond will be used to purchase or carry any such Margin Stock or extend credit to others for the purpose of purchasing or carrying any such Margin Stock.

(o) *Investment Company.* The County is not an "investment company" or a company "controlled" by an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended.

(p) *Incorporation by Reference.* The representations and warranties of the County contained in the other Bond Documents to which the County is a party, together with the related definitions of terms contained therein, are hereby incorporated by reference in this Agreement as if each and every such representation and warranty and definition were set forth herein in its entirety, and the representations and warranties made by the County in such Sections are hereby made for the benefit of the Purchaser. No amendment to or waiver of such representations and warranties or definitions made pursuant to the relevant Bond Document or incorporated by reference shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Purchaser.

## ARTICLE V

### MISCELLANEOUS

**Section 5.01. Financial Reporting.** (i) The County shall provide to the Purchaser within two hundred seventy (270) days of the end of each fiscal year of the County, a copy of its audited financial statements for such fiscal year along with a certificate executed by an Authorized Representative of the County certifying that no Event of Default or event that with the lapse of time or the giving of notice would constitute an Event of Default has occurred, or if any such default has occurred, specifying the nature of such default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such default.

(ii) The County shall provide to the Purchaser the County's annual budget within sixty (60) days after the end of each fiscal year of the County.

Delivery of the reporting requirements set forth in this Section 5.01 shall be deemed satisfied upon the County causing such deliverables to be publicly available on EMMA or the County's website.

**Section 5.02. Amendments and Waivers.** No amendment or waiver of any provision of this Agreement or consent to any departure by the County or the Authority from any such provision shall in any event be effective unless the same shall be in writing and signed by the Purchaser. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the event any agreement contained in this Agreement should be breached by the County or the Authority and thereafter waived by the Purchaser, such waiver shall be limited to the particular breach so waived for the specific period set out in such waiver and such waiver shall not constitute a waiver of such breach for any other period and shall not waive any other or similar breach hereunder.

**Section 5.03. Costs and Expenses.** The County shall pay (i) all reasonable out of pocket expenses incurred by the Purchaser and its affiliates (including the reasonable fees, charges and disbursements of counsel for the Purchaser), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Bond Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) and (ii) all out of pocket expenses incurred by the Purchaser (including the fees, charges and disbursements of any counsel for the Purchaser) in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Bond Documents, including its rights under this Section, or (B) in connection with the Bond, including all such out of pocket expenses incurred during any workout, restructuring or negotiations in respect of the Bond. All amounts due under this Section shall be payable promptly after demand therefor. Each party's obligations under this Section shall survive the termination of the Bond Documents and payment of the Bond and the obligations hereunder.

**Section 5.04. Counterparts.** This Agreement may be signed in any number of counterpart copies (and by different parties on different counterparts), each of which shall constitute an original but all such copies shall constitute one and the same instrument.

**Section 5.05. Notices.** All notices, requests, demands, directions and other communications (collectively “*notices*”) under the provisions of this Agreement shall be in writing (including facsimile communication), unless otherwise expressly permitted hereunder, and shall be properly addressed and sent by registered or certified mail or by express courier for next Business Day delivery and shall be deemed received as follows: (a) if by registered or certified mail, when actually received; (b) if by express courier, on the next Business Day; and (c) if by facsimile, when confirmation of transmission is obtained if prior to 5:00 p.m. local time on a Business Day, and otherwise, on the next Business Day; provided that service of a notice prescribed by any applicable law shall be considered complete when the requirements of such applicable law are met. Notices by electronic mail (e mail) shall not constitute notice under this Agreement and are only to be used in addition to notice given as prescribed under subsections (a), (b) or (c) of this Section. All notices shall be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other party hereto and the Trustee:

if to the Authority, addressed to it at:

Fairfax County Economic Development Authority  
8300 Boone Boulevard, Suite 450  
Tysons, Virginia 22182  
Attention: [\_\_\_\_\_]  
Telephone: [\_\_\_\_\_]  
Email: [\_\_\_\_\_]  
Facsimile: [\_\_\_\_\_]

if to the County, addressed to it at:

Fairfax County  
12000 Government Center Parkway  
Fairfax, Virginia 22035  
Attention: [\_\_\_\_\_]  
Telephone: [\_\_\_\_\_]  
Email: [\_\_\_\_\_]

If to the Trustee, addressed to it at:

U.S. Bank National Association  
1021 East Cary Street, Suite 1850  
Richmond, Virginia 23219  
Attention: Stephanie Haysley  
Telephone: (804) 343-1567  
Email: stephanie.haysley@usbank.com

or if to the Purchaser, addressed to if at:

Wells Fargo Municipal Capital Strategies, LLC  
c/o Wells Fargo Bank, National Association

1700 K Street, Northwest, Suite 900  
Washington, DC 20006  
Attention: David N. Ryder  
Telephone: (202) 449-8732  
Email: dave.ryder@wellsfargo.com

The Purchaser may in its sole discretion rely on any notice (including telephone communication or e-mail communication) purportedly made by or on behalf of the County, the Authority or the Trustee, but it shall have no duty to accept any notice not given as prescribed in this Section and shall have no duty to verify the identity or authority of the Person giving such notice, unless such actions or omissions would amount to gross negligence or intentional misconduct.

**Section 5.06. Severability.** Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

**Section 5.07. Governing Law; Waiver of Jury Trial.** (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PROVISIONS.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE BOND DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

**Section 5.08. Complete and Controlling Agreement.** This Agreement and the other Bond Documents completely set forth the agreements between the Purchaser, the County and the Authority and fully supersede all prior agreements, both written and oral, between the Purchaser, the County and the Authority relating to all matters set forth herein and in the other Bond Documents.

**Section 5.09. Patriot Act.** The Purchaser hereby notifies the Authority and the County that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Authority and the County, which information includes the name and address of the County and other information that is necessary for the Purchaser to identify the Authority and the County in accordance with the requirements of the Patriot Act. The Authority and the County hereby agree that they shall promptly provide such information upon request by the Purchaser.

**Section 5.10. No Advisory or Fiduciary Responsibility.** In connection with all aspects of the transactions contemplated by this Agreement and the other Bond Documents (including in connection with any amendment, waiver or other modification of this Agreement or of any Bond Document), the County and the Authority acknowledge and agree that: (a)(i) any arranging, structuring and other services regarding this Agreement and the other Bond Documents provided by the Purchaser or any affiliate of the Purchaser are arm's length commercial transactions between the County and the Authority on the one hand, and the Purchaser and any affiliate of the Purchaser on the other hand, (ii) the County and the Authority have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate, and (iii) the County and the Authority are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated by this Agreement and the other Bond Documents; (b)(i) the Purchaser and each affiliate of the Purchaser is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary for the County or the Authority or any other Person and (ii) neither the Purchaser nor any affiliate of the Purchaser has any obligation to the County or the Authority with respect to the transactions contemplated by this Agreement and the other Bond Documents, except those obligations expressly set forth herein; and (c) the Purchaser and each affiliate of the Purchaser may be engaged in a broad range of transactions that involve interests that differ from those of the County and the Authority, and neither the Purchaser nor any affiliate of the Purchaser has any obligation to disclose any of such interests to the County or the Authority. To the fullest extent permitted by applicable laws, the County and the Authority hereby waive and release any claims that they may have against the Purchaser and each affiliate of the Purchaser with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of the transactions contemplated by this Agreement and the other Bond Documents.

**Section 5.11. Obligations of County Subject to Appropriation.** The obligations of the County to make any payments under this Agreement are contingent upon the appropriation for each fiscal year by the Board of Supervisors of the County of funds from which such payments can be made. The County shall not be liable for any amounts that may be payable pursuant to this Agreement unless and until such funds have been so appropriated for payment and then only to the extent thereof. It is understood and agreed by the parties hereto that nothing in this Agreement shall be deemed to obligate the Board of Supervisors of the County to appropriate any sums on account of any payments to be made by the County hereunder. This Agreement shall not constitute a pledge of the full faith and credit of the County or a bond or debt of the county in violation of Section 10 of Article VII of the Constitution of the Commonwealth of Virginia.

**Section 5.12. Contractual Interpretation.** The parties acknowledge that they have read and fully understand the terms of this Agreement, have consulted with such attorneys, accountants, advisors, or other professionals as they have deemed appropriate prior to executing this Agreement with adequate opportunity and time for review thereof, and are fully aware of its contents and of its legal effect. Accordingly, neither this Agreement nor any ambiguity herein shall be construed against any party on the grounds that such party drafted this Agreement and instead, this Agreement shall be interpreted as though drafted equally by all parties.

**Section 5.13. EMMA Posting.** In the event the County files with EMMA this Agreement or any description of the material terms hereof pursuant a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the

“Rule”) (each such posting, an “EMMA Posting”), the County shall (i) provide the Purchaser with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) shall not file or permit the filing of any EMMA Posting that includes Confidential Information with respect to the Purchaser. The County acknowledges and agrees that although the Purchaser may request review, edits or redactions of such materials prior to filing, the Purchaser is not responsible for the County’s or any other entity’s (including, but not limited to, any broker-dealer’s) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those relating to the Rule.

**Section 5.14. Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts”, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

FAIRFAX COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FAIRFAX COUNTY, VIRGINIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WELLS FARGO MUNICIPAL CAPITAL  
STRATEGIES, LLC

By: \_\_\_\_\_  
Name: Yohann Sidhwa  
Title: Vice President

**EXHIBIT A**  
**BOND TERMS**

Registered Owner:	Wells Fargo Municipal Capital Strategies, LLC
Issuer:	Fairfax County Economic Development Authority
Source of Repayment:	Basic Payments made by Fairfax County, Virginia under an Installment Purchase Contract, subject to appropriation by the Fairfax County Board of Supervisors
Issue:	Fairfax County Facilities Revenue Refunding Bond, Series 2021 D (County Facilities Projects) (Federally Taxable)
Issue Date:	<b>[November __, 2021]</b>
Conversion Date:	On or after <b>[October 1, 2024]</b> , subject to the conditions set forth in Section 3.01(c) hereof
Maturity Date:	<b>[October 1, 2034]</b>
Principal Amount:	<b>[\$_____]</b>
Taxable Rate:	<b>[___ %]</b>
Tax-Exempt Rate:	<b>[___ %]</b> , subject to the conditions set forth in Section 3.01(c) hereof
Calculation Basis:	A year of 360 days consisting of twelve 30-months
Interest Payment Dates:	April 1 and October 1, commencing April 1, 2022
Tax Treatment of Interest:	Prior to the Conversion Date and satisfaction of the conditions to conversion set forth in Section 3.01(c) hereof, interest on the Bond will be includable in gross income for federal income tax purposes and, from and after the Conversion Date and satisfaction of the conditions to conversion set forth in Section 3.01(c), interest on the Bond (or bond issued in exchange for the Bond) will be excludable from gross income for federal income tax purposes.
Optional Redemption:	The Bond shall be subject to optional redemption at par plus accrued interest thereon on and after the tenth anniversary of the date of issuance
Mandatory Redemption:	The principal of the Bond is subject to mandatory redemption on the following dates in the following amounts:

<b>Date</b>	<b>Principal Amount</b>
October 1, 2022	\$ _____
October 1, 2023	_____
October 1, 2024	_____
October 1, 2025	_____
October 1, 2026	_____
October 1, 2027	_____
October 1, 2028	_____
October 1, 2029	_____
October 1, 2030	_____
October 1, 2031	_____
October 1, 2032	_____
October 1, 2033	_____
October 1, 2034	_____

**Transferability:**

The Bonds may be transferred in Authorized Denominations without limitation to any affiliate of the Purchaser or to a trust or custodial arrangement established by the Purchaser or an affiliate of the Purchaser, each of the beneficial owners of which are “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (each a “*Purchaser Transferee*”). The Bonds may be transferred in Authorized Denominations to another purchaser (other than an affiliate of the Purchaser or a trust or custodial arrangement as described in the preceding sentence) if (i) written notice of such transfer, together with addresses and related information with respect to such purchaser, is delivered to the Authority and the Trustee by such transferor and (ii) such purchaser shall have delivered to the Authority, the Trustee and the transferor an investor letter in the form of the letter delivered by the Purchaser to the Authority and the Trustee and executed by a duly authorized officer of such purchaser; *provided* that each such purchaser shall constitute (1) a “qualified institutional

buyer” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, and (2) a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer pursuant to this Section, of not less than \$5,000,000,000 (each a “*Non-Purchaser Transferee*”). Notwithstanding the foregoing, the Purchaser shall not transfer the Bonds to a Non-Purchaser Transferee prior to **[October 31, 2024]**<sup>1</sup>, without the prior written consent of the County which shall not be unreasonably withheld.

Authorized Denominations: \$250,000 and any larger denomination constituting an integral multiple of \$1,000

Bond Legend: THE TRANSFERABILITY OF THIS BOND IS RESTRICTED AS MORE FULLY SET FORTH IN SECTION \_\_\_ OF THE SUPPLEMENTAL TRUST AGREEMENT

Taxable Gross-Up: Upon the occurrence of a Determination of Taxability after the Conversion Date and for as long as the Bonds remain outstanding, the interest rate on the Bonds shall convert to the Taxable Gross-Up Rate. In addition, upon a Determination of Taxability, the County shall pay to the holder of the Bonds (a) an additional amount equal to the difference between (i) the amount of interest actually paid on the Bonds during the Taxable Period and (ii) the amount of interest that would have been paid during the Taxable Period had the Bonds borne interest at the Taxable Gross-Up Rate, and (b) an amount equal to any interest, penalties on overdue interest and other amounts owed under the Code by holder of the Bonds as a result of the Determination of Taxability.

“Determination of Taxability” means the occurrence, after the date hereof, of (a) a final ruling or judgment entered by a state or federal court of competent jurisdiction or (b) an official and final action taken or announced by the Internal Revenue Service or by a federal or state official, in each case determining that an Event of Taxability has occurred; provided, however, that no such ruling or judgment or

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<sup>1</sup> Drafting Note: Such date to be 30 days after the conversion date of [October 1, 2024]

official action of the Internal Revenue Service or by a federal or state official will be considered final for this purpose unless the County or the holder of the Bonds has been given written notice and, if it is so desired and is legally allowed, the County and the holder of the Bonds, as applicable, have been afforded the opportunity to contest the same, and until the conclusion of any appellate review, if sought.

“Event of Taxability” means (i) a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance or (ii) the taking of any action by the County, or the failure to take any action by the County, or the making by the County of any misrepresentation in the Supplemental Trust Agreement or any tax certificate required to be given in connection with the issuance, sale or delivery of the Bonds, any of which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the registered owner or any prior registered owner for federal income tax purposes.

“Maximum Federal Corporate Tax Rate” means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time or, if as a result of a change in the Code the rate of income taxation imposed on corporations generally shall not be applicable to the Purchaser, the maximum statutory rate of federal income taxation which could apply to the Purchaser. As of the date of the initial delivery of the Bonds, the Maximum Federal Corporate Tax Rate is 21%.

“Taxable Period” means the period of time between (a) the date that interest on the Bonds is deemed to be includable in the gross income of the holder thereof for federal income tax purposes as a result of a Determination of Taxability, and (b) the date of the Determination of Taxability.

“Taxable Gross-Up Rate” means the per annum interest rate equal to the product of (i) the interest rate then in effect on the Bonds and (ii) one divided by one minus the then current Maximum Federal Corporate Tax Rate in effect on the date of calculation.

Default Rate:

Upon the occurrence and during the continuance of an Event of Default, the Bonds shall accrue at the Default Rate until such Event of Default has been cured.

“Default Rate” means for any day, a fluctuation rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time plus 4.00%, (ii) the Federal Funds Rate in effect at such time plus 5.00% or (iii) 10.00%.

“Event of Default” shall have the meaning assigned to such term in Section 801 of the Master Trust Agreement and **[Section 12.01]** of the Installment Purchase Contract.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that: (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day; and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one hundredth of one percent) charged to Wells Fargo Bank, National Association on such day on such transactions as determined by Wells Fargo Bank, National Association.

“Prime Rate” means on any day, the rate of interest per annum then most recently established by Wells Fargo Bank, National Association as its “prime rate.” Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by Wells Fargo Bank, National Association to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that Wells Fargo Bank, National Association may make various business or other loans at rates of interest having no relationship to such rate. If Wells Fargo Bank, National Association ceases to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

## Excess Interest:

Notwithstanding anything in the Supplemental Trust Agreement to the contrary, if the rate of interest on the Bonds exceeds the Maximum Lawful Rate for such Bonds, then (i) such Bonds shall bear interest at the Maximum Lawful Rate and (ii) interest calculated at the rate equal to the difference between (A) the rate of interest for such Bonds as calculated pursuant to the Supplemental Trust Agreement and (B) the Maximum Lawful Rate (the “Excess Interest”) shall be deferred until such date as the Bonds bear interest at an interest rate below the Maximum Lawful Rate, as calculated pursuant to this Section, at which time Excess Interest shall be payable with respect to such Bonds in amounts that, when combined with the then current interest due on the Bonds, do not exceed payment at the Maximum Lawful Rate. Payments of deferred Excess Interest shall no longer be due and payable upon the date on which the Bonds are paid in full.

“Maximum Lawful Rate” means the maximum, non-usurious, lawful rate of interest that may be contracted for, charged or received in connection with the Bonds under applicable law without regard to any filing made by a lender with respect to notice of rates in excess of any statutory or regulatory threshold interest rate.

## EXHIBIT B

### CALCULATION OF BREAKAGE FEE

The Breakage Fee applicable to non-delivery of the Bond, for any reason, shall be calculated as set forth in this Exhibit B.

1. Capitalized terms used in this Exhibit B and not otherwise defined herein have the meanings assigned thereto in the Agreement to which this Exhibit is attached.

The following defined terms are used in this Exhibit B:

“*Breakage Fee*” means the amount required to be paid by the County in connection with any Termination, calculated as provided in this Exhibit B.

“*Calculation Agent*” means Wells Fargo Bank, National Association or its affiliates or such other entity designated by the Purchaser.

“*Closing Date*” means [November \_\_, 2021].

“*Day Count Fraction*” is the anticipated basis on which interest is to be computed on the Bond. The Day Count Fraction utilizes a 360-day year consisting of twelve 30-day months.

“*Interest Payment Frequency*” is the anticipated frequency of interest payments under the Bond. The Interest Payment Frequency is semi-annual, with interest to be paid on each April 1 and October 1, commencing on April 1, 2022.

“*Interest Rate*” means [\_\_%] per annum.

“*Maturity Date*” is [October 1, 2034].

“*Scheduled Date*” means each date specified on Schedule 1 hereto in the columns labeled Scheduled Date.

“*Schedule of Principal Amounts*” is the anticipated principal amount of the Bond scheduled to be outstanding on the date the Bond is funded and on the Scheduled Dates. The Schedule of Principal Amounts for the Scheduled Dates is specified in Schedule 1 to this Exhibit B.

“*Termination*” means the failure to deliver and close the purchase of the Bond on the Closing Date for any reason, in whole or in part.

“*Termination Date*” means the Closing Date.

2. In connection with any Termination, the Calculation Agent shall calculate the Breakage Fee and such Breakage Fee shall be paid by the County to the Purchaser if the Breakage Fee is a positive number. No Breakage Fee shall be payable for a Termination if the Breakage Fee

for that Termination is a negative number. Breakage Fees will be determined by the Calculation Agent, on the Business Day next preceding the Termination Date, as follows:

“**Breakage Fee**” for any Termination is the difference of:

(i) the sum of the present values of a series of amounts computed for each Scheduled Date after the Termination Date through the Maturity Date, each of which amounts is equal to the product of (A) the Affected Principal Amount for the Affected Principal Period ending on that Scheduled Date, times (B) the Interest Rate times (C) the Day Count Fraction for such Affected Principal Period,

*minus*

(ii) the sum of the present values of a series of amounts computed for each Scheduled Date after the Termination Date through the Maturity Date, each of which amounts is equal to the product of (A) the Affected Principal Amount for the Affected Principal Period ending on that Scheduled Date, times (B) the Termination Rate, times (C) the Day Count Fraction for such Affected Principal Period,

*where:*

(1) the Calculation Agent computes such present values by discounting each such series of amounts described in clauses (i) and (ii) above from their respective Scheduled Date to the Maturity Date using a series of discount factors corresponding to those Scheduled Dates as determined by the Calculation Agent from the swap yield curve that the Calculation Agent would use as of the Termination Date in valuing a series of fixed rate interest rate swap payments similar to such series of amounts;

(2) the “**Affected Principal Amount**” for an Affected Principal Period is the principal amount of the Bond reflected in the Schedule of Principal Amounts scheduled to be outstanding during that Affected Principal Period determined as of the relevant Termination Date by reference to such Schedule of Principal Amounts before giving effect to any Termination on that Termination Date, and for any Termination, multiplying each such principal amount times the Termination Fraction;

(3) the “**Affected Principal Period**” is each period from and including a Scheduled Date to but excluding the next succeeding Scheduled Date; provided, however, if the Termination Date is not a Scheduled Date, the initial Affected Principal Period shall be the period from and including the Termination Date to but excluding the next succeeding Scheduled Date and the Affected Principal Amount for such initial Affected Principal Period shall be the amount stated in the Schedule of Principal Amounts outstanding for the Scheduled Date next preceding the Termination Date;

(4) the “*Termination Fraction*” means, for each Scheduled Date, a fraction the numerator of which is the amount of the credit to be applied pursuant to the applicable provisions of the Agreement to reduce the amount of the payment otherwise due on such date and the denominator of which is the amount of the payment otherwise due on such date (without regard to such credit); and

(5) the “*Termination Rate*” for any Termination Date is the fixed rate the Calculation Agent determines is representative of what swap dealers would be willing to pay to the Calculation Agent (or, if required to be cleared under the Commodity Exchange Act or a Commodity Futures Trading Commission rule or regulation promulgated thereunder, to a swap clearinghouse) as fixed rate payors semiannual in return for receiving one month LIBOR (or such alternate rate index designated for use in lieu of LIBOR by the International Swaps and Derivatives Association) based payments monthly under interest rate swap transactions that would commence on such Termination Date, and mature on, or as close as commercially practicable to, the Maturity Date.

3. The Calculation Agent shall determine the Breakage Fee hereunder with respect to the Termination in good faith using the preceding methodology and any necessary supplemental methodology as the Calculation Agent deems appropriate under the circumstances. The Calculation Agent shall provide written notice to the County and the Authority of any such Breakage Fee due hereunder which shall set forth in reasonable detail supporting calculations of such amount; provided that the failure to provide such written notice shall not negate the County’s obligation to make such payment. The Calculation Agent’s determination shall be conclusive and binding in the absence of manifest error.

SCHEDULE 1  
TO EXHIBIT B

<u>Schedule of Principal Amounts</u>	<u>Scheduled Dates</u>
\$_____	[November __, 2021]
	April 1, 2022
	October 1, 2022
	April 1, 2023
	October 1, 2023
	April 1, 2024
	October 1, 2024
	April 1, 2025
	October 1, 2025
	April 1, 2026
	October 1, 2026
	April 1, 2027
	October 1, 2027
	April 1, 2028
	October 1, 2028
	April 1, 2029
	October 1, 2029
	April 1, 2030
	October 1, 2030
	April 1, 2031

		October 1, 2031
		April 1, 2032
		October 1, 2032
		April 1, 2033
		October 1, 2033
		April 1, 2034
		October 1, 2034

**EXHIBIT C**  
**FORM OF INVESTOR LETTER**

[November \_\_, 2021]

Fairfax County Economic Development Authority  
Tysons, Virginia 22182

Fairfax County, Virginia  
Fairfax, Virginia 22035

Fairfax County Economic Development Authority  
Fairfax County Facilities Revenue Refunding Bond  
Series 2021 D  
(County Facilities Projects) (Federally Taxable)

Ladies and Gentlemen:

Wells Fargo Municipal Capital Strategies, LLC (the “*Purchaser*”) has agreed to purchase the above-referenced Bond (the “*Bond*”) pursuant to the Bond Purchase Agreement dated [October \_\_, 2021] (the “*Agreement*”) among the Purchaser, the Fairfax County Economic Development Authority (the “*Authority*”) and Fairfax County, Virginia (the “*County*”). All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Agreement. The undersigned, an authorized representative of the Purchaser, hereby represents to you that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Bond.

2. The Purchaser has authority to purchase the Bond and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bond.

3. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

4. The Purchaser is a “qualified institutional buyer” within the meaning of Rule 144A of the Securities Act of 1933, as amended (a “*Qualified Institutional Buyer*”).

5. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Bond. The Purchaser

has made its own inquiry and analysis with respect to the County, the Authority, the Bond, and the security therefor, and other material factors affecting the security for and payment of the Bond.

6. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information regarding the County and the Authority as requested by the Purchaser, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the Authority, the Bond and the security therefor, so that, as a reasonable investor, it has been able to make its decision to purchase the Bond.

7. The Purchaser understands that the Bond (i) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any credit rating agency.

8. The Bond is being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute the Bond, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

(a) that is an affiliate of the Purchaser that is a Qualified Institutional Buyer;

(b) that is a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to Qualified Institutional Buyers; or

(c) that is a Qualified Institutional Buyer that is a commercial bank having a combined capital and surplus of \$5,000,000,000 or more who executes an investor letter substantially in the form of this letter.

WELLS FARGO MUNICIPAL CAPITAL  
STRATEGIES, LLC

By: \_\_\_\_\_  
Name: Yohann Sidhwa  
Title: Vice President

**EXHIBIT D**  
**FORM OF ISSUE PRICE CERTIFICATE**

**[To Come]**

**[Form of Subordinate Sewer Revenue Bond, Series 2021A]**

United States of America  
Commonwealth of Virginia

**Fairfax County, Virginia**  
Subordinate Sewer Revenue Bond,  
Series 2021A

Fairfax County (the “County”), a political subdivision of the Commonwealth of Virginia, for value received, promises to pay, but solely from the sources and in the manner hereinafter provided, to the order of the Fairfax County Economic Development Authority (the “Authority”), the aggregate principal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_),

together with interest on the unpaid principal on the dates and at the rates per annum shown on Schedule 1.

No notation is required to be made on this Bond of the payment of any principal or interest on normal installment payment dates. Therefore, THE FACE AMOUNT OF THIS BOND MAY EXCEED THE PRINCIPAL SUM REMAINING OUTSTANDING AND PAYABLE HEREUNDER.

All payments on this Bond are payable in lawful money of the United States.

This Bond of the County has been designated “Subordinate Sewer Revenue Bond, Series 2021A” and is issued under a general bond resolution adopted by the Board of Supervisors of Fairfax County (the “Board”) on July 29, 1985 (as amended, restated and supplemented, the “Bond Resolution”), and a resolution adopted by the Board on October \_\_, 2021 (together with the Bond Resolution, the “Resolution”). This Bond is issued to evidence the allocable share of the System (as defined in the Resolution) of the debt service on the portion of the Authority’s Fairfax County Facilities Revenue Bonds Series 2021 A (County Facilities Projects) (Green Bonds) (the “Related Authority Bonds”) issued to finance a consolidated public works complex for the County’s stormwater and wastewater divisions. This Bond is issued and the Bond Resolution was adopted under and pursuant to the Constitution and laws of the Commonwealth of Virginia, particularly in conformity with the provisions, restrictions and limitations of Article 3 of Chapter 21, Title 15.2, Code of Virginia, 1950, as amended, and of the Public Finance Act of 1991, being Chapter 26, Title 15.2, Code of Virginia, 1950, as amended.

This Bond, together with the interest thereon, is a limited obligation of the County payable solely from the Net Revenues of the System, subject to the prior provision for the payment of Operating Expenses, Bonds and Parity Obligations, from time to time deposited by the County in the Sewer Bond Subordinated Obligations Subfund established pursuant to the Resolution, which Fund has been pledged pursuant to the Resolution to secure payment hereof and thereof. The County covenants and agrees, and the Authority by its acceptance of this Bond likewise covenants and agrees, that the indebtedness represented by this Bond and the payment of the principal of and interest on this Bond is hereby expressly subordinated, to the extent and in the manner herein set forth, in right of payment to the prior payment in full of all Bonds and Parity Obligations. Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of the County are pledged to the payment of the principal of or the interest on this Bond. The issuance of this Bond shall not directly or indirectly or contingently obligate the Commonwealth of Virginia or Fairfax County to levy any taxes whatever therefor or to make any appropriation for its payment except from the funds pledged therefor.

Payments made by the County with respect to this Bond shall be credited to the County's obligations under the Installment Purchase Contract, dated as of \_\_\_\_\_ 1, 2021, between the County and the Authority, to make payments to the Authority in a like amount with respect to the debt service on the Related Authority Bonds.

This Bond is subject to prepayment at the times and to the extent that the Related Authority Bonds are subject to prepayment or redemption.

If an Event of Default with respect to the Related Authority Bonds occurs, the principal of and accrued interest on this Bond may be declared immediately due and payable by the holder by written notice to the County.

The obligations of the County under this Bond shall terminate when all amounts due and to become due pursuant to this Bond have been paid in full or following notice from the County to the Authority that all of the County's obligations with respect to the Related Authority Bonds have been discharged.

All provisions of this Bond are subject to the terms of the Resolution, and all capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto by the Resolution. Reference is made to the Resolution for a more complete statement of their provisions, including the rights and duties of the County and the Authority. Copies of the Resolution have been provided to the Authority. By the purchase and acceptance of this Bond, the Authority signifies assent to all of the provisions of the Resolution.

All acts, conditions and things required to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.

IN WITNESS WHEREOF the County has caused this Bond to be issued and to bear the manual or facsimile signature of the Chairman or Vice Chairman of its Board and a facsimile of its seal to be printed hereon and attested by the Clerk to its Board all as of \_\_\_\_\_, 2021.

FAIRFAX COUNTY, Virginia

By:

\_\_\_\_\_  
[Vice] Chairman of the Board of Supervisors  
Fairfax County, Virginia

**(SEAL)**  
ATTEST:

\_\_\_\_\_  
Clerk to the Board of Supervisors  
Fairfax County, Virginia

**SCHEDULE OF PRINCIPAL AND INTEREST**

Board Agenda Item  
October 5, 2021

ACTION - 2

Approval of Supplemental Appropriation Resolution AS 22111 to Accept Grant Funding and Authorization to Execute a Project Administration Agreement with the Virginia Department of Transportation for the Implementation of Transportation Alternatives Funded Bikeshare Expansion Project

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 22111 (Attachment 1) for the Department of Transportation to accept grant funding from the Virginia Department of Transportation (VDOT) in the amount of \$500,000 for the Bikeshare Expansion project associated with the Transportation Alternatives Program (TAP). The Total Project Estimate (TPE) is \$625,000, including Local Cash Match (LCM) of \$125,000. The total required LCM has been identified in Fund 40010, County and Regional Transportation Projects. No new General Fund resources are required, and there are no new positions associated with this grant.

Authorization is also requested for the Director of the Fairfax County Department of Transportation (FCDOT) to enter into Standard Project Administration Agreement with VDOT for the Bikeshare Expansion project, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors:

- Approve Supplemental Appropriation Resolution AS 22111 (Attachment 1) to accept grant funding from VDOT in the amount of \$500,000 for the Bikeshare Expansion project associated with the Transportation Alternatives Program .
- Endorse the TPE of \$625,000 to be funded through the new grant approved by this Board item, as well as from Fund 40010, County and Regional Transportation Projects.
- Approve a resolution (substantially in the form of Attachment 2) authorizing the Director of FCDOT to enter into a Standard Project Administration Agreement with VDOT for the Bikeshare Expansion project (substantially in the form of Attachment 3).

Board Agenda Item  
October 5, 2021

TIMING:

Board action is requested on October 5, 2021, for FCDOT to immediately continue progress on this project.

BACKGROUND:

On September 24, 2019, the Board of Supervisors endorsed the application for Transportation Alternatives Program for the Bikeshare Expansion. The Commonwealth Transportation Board awarded \$625,000 for the Bikeshare Expansion project. This project is a new Transportation Alternative Project. The County must allocate part of the funding for VDOT review. The amount for VDOT review is \$50,000 for the Bikeshare Expansion project.

Bike share is a program of "public use" bicycles that allows users who have registered with the program to rent a bike for short periods of time. The bikes can be used to travel from bike dock to bike dock located at activity centers and employment centers throughout Fairfax County. Capital Bikeshare currently operates in the Tysons, Merrifield and Reston areas of Fairfax County, as well as in Arlington County, the Cities of Falls Church and Alexandria, and the District of Columbia. The stations will expand upon Fairfax County's existing bikeshare network to provide new connections both within the County and to neighboring jurisdictions. The capital equipment needed for a bike share station includes, but is not limited to, the docking stations, bicycles and kiosks. The proposed use of the grant funding is to purchase the capital equipment for ten stations that will support 80 bicycles and to install them in locations throughout Fairfax County. FCDOT will consider factors like connection to transit, activity centers, housing density, and transportation equity to determine locations for the new stations.

FISCAL IMPACT:

Total grant funding of \$500,000 is available from the VDOT, with a Local Cash Match requirement of \$125,000. The total required Local Cash Match has been identified in Fund 40010, County and Regional Transportation Projects, in project 2G40-001-000, Construction Reserve. Appropriation to the Federal-State Grant Fund, totals \$450,000 as VDOT expenses are not accounted for in the County's financial system. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards. This grant does not allow for the recovery of indirect costs.

CREATION OF NEW POSITIONS:

No new positions will be created by this grant.

Board Agenda Item  
October 5, 2021

ENCLOSED DOCUMENTS:

Attachment 1 – Supplemental Appropriation Resolution AS 22111  
Attachment 2 – Resolution to Authorize Staff to Execute Bikeshare Expansion Standard Project Administration Agreement  
Attachment 3 – Bikeshare Expansion Standard Project Administration Agreement

STAFF:

Rachel Flynn, Deputy County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT  
W. Todd Minnix, Chief, Transportation Design Division, FCDOT  
Ray Johnson, Chief, Funding Section, FCDOT  
Michael J. Guarino, Chief, Capital Projects Section, FCDOT  
Smitha L. Chellappa, Transportation Planner IV, Funding Section, FCDOT  
Chris Wells, Transportation Planner IV, Capital Projects Section, FCDOT  
David Loss, Transportation Planner III, Capital Projects Section, FCDOT

ASSIGNED COUNSEL:

Joanna L. Faust, Assistant County Attorney

**SUPPLEMENTAL APPROPRIATION RESOLUTION AS 22111**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held on October 5, 2021, at which meeting 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 2022, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency: G4040, Department of Transportation

Grants: 1400161-2022, Bikeshare Expansion \$450,000

Reduce Appropriation to:

Agency: G8787, Unclassified Administrative Expenses \$450,000

Fund: 500-C50000, Federal-State Grant Fund

Source of Funds: Virginia Department of Transportation, \$450,000

A Copy - Teste:

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Jill G. Cooper  
Clerk for the Board of Supervisors

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held on October 5, 2021, at which meeting a quorum was present and voting, the following resolution was adopted.

AGREEMENT EXECUTION RESOLUTION

WHEREAS, in accordance with Virginia Department of Transportation (VDOT) project agreement procedures, it is necessary that a resolution be received from the local government authorizing execution of an agreement.

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the Commonwealth Transportation Board to establish a project(s), if not already established, for the implementation of the Bikeshare Expansion project (VDOT project # EN20-029-507, UPC 118494) (“Project”).

BE IT FURTHER RESOLVED THAT, the County of Fairfax hereby agrees to provide its share of the local contribution, in accordance with the Standard Project Administration Agreements (“PAA”, attached) and associated financial documents (Appendix A), executed pursuant to this Resolution.

BE IT FURTHER RESOLVED THAT, the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of the Department of Transportation to execute on behalf of the County of Fairfax, a Project Administration Agreement with the Virginia Department of Transportation for the Implementation of Bikeshare Expansion Transportation Alternatives Funded Project by the County of Fairfax.

Adopted this 5th day of October 2021, Fairfax, Virginia

ATTEST \_\_\_\_\_  
Jill G. Cooper  
Clerk for the Board of Supervisors

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**Federal-aid Projects**

Project Number	UPC	Local Government
EN20-029-507 Bikeshare Expansion	118494	Fairfax County

THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the County of Fairfax, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
  - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the LOCALITY expends over \$750,000 annually in federal funding, such certification shall include a copy of

the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
  - l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
  - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination; and as a sub-recipient of federal funds, adopt and operate under the DEPARTMENT's FHWA-approved Disadvantaged Business Enterprise (DBE) Program Plan in accordance with 49 CFR Part 26.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
  - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
  - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
  - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
  - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.
10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF FAIRFAX, VIRGINIA:**

\_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of signatory

Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Witness

Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Chief of Policy  
Commonwealth of Virginia  
Department of Transportation

Date

\_\_\_\_\_  
Signature of Witness

Date

**Attachments**

Appendix A – UPC 118494

**Appendix A**

**Date:** 9/8/2021

Project Number: EN20-029-507 Bikeshare Expansion      UPC: 118494      CFDA # 20.205      Locality: Fairfax County

Project Location ZIP+4: 22035-0001	Locality DUNS # 74837626	Locality Address (incl ZIP+4): 4050 Legato Road, Suite 400 Fairfax, VA 22033-2895
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Project Narrative	
Work Description:	This project will purchase the capital equipment to expand Capital Bikeshare facilities in Fairfax County by approximately 10 stations and approximately 80 bicycles, which will be available for short-term rental to residents and visitors of Fairfax County.
From:	Various
To:	Various
Locality Project Manager Contact info:	David Loss 703-877-5619 <a href="mailto:David.Loss@fairfaxcounty.gov">David.Loss@fairfaxcounty.gov</a>
Department Project Coordinator Contact Info:	Derick Undan 703-259-3347 <a href="mailto:Rhoderick.Undan@vdot.virginia.gov">Rhoderick.Undan@vdot.virginia.gov</a>

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$5,000	\$0	\$570,000	\$575,000
Estimated VDOT Project Expenses	\$25,000	\$0	\$25,000	\$50,000
Estimated Total Project Costs	\$30,000	\$0	\$595,000	\$625,000

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$30,000	Transportation Alternatives	20%	\$6,000	\$24,000	
<b>Total PE</b>	\$30,000			\$6,000	\$24,000	
Right of Way & Utilities						
<b>Total RW</b>						\$0
Construction	\$595,000	Transportation Alternatives	20%	\$119,000	\$476,000	
<b>Total CN</b>	\$595,000			\$119,000	\$476,000	\$450,000
<b>Total Estimated Cost</b>	\$625,000			\$125,000	\$500,000	\$450,000

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	\$500,000
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	\$450,000

Project Financing						
Transportation Alternatives - Federal (80%)	Local Match (20%)					Aggregate Allocations
\$500,000	\$125,000					\$625,000

Program and Project Specific Funding Requirements
<ul style="list-style-type: none"> <li>This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Transportation Alternatives Program Guide.</li> <li>In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 5/17/2022.</li> <li>This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$500,000</li> <li>Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.</li> <li>Eligible VDOT Project expenses will be recovered as follows: 80% will be deducted from the federal allocation and 20% will be deducted from reimbursement requests.</li> <li>Any ineligible items identified throughout Project development will not be reimbursable.</li> <li>The DEPARTMENT will conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act including, but not limited to, basic coordination for cultural resources, basic clearances for threatened and endangered species, and any necessary certifications, recertifications, and/or reevaluations. The LOCALITY is responsible for tracking, implementing, and completing all environmental commitments associated with the project. In addition, the LOCALITY is responsible for obtaining any water quality permits, submitting a signed EQ-555 for natural resources due diligence, conducting any required hazardous materials efforts, and submitting a signed EQ-121 for hazardous materials due diligence (all submittals are to be in accordance with the LAP Manual). VDOT's estimated cost for preparing the environmental document and necessary supporting studies, including certifications, recertifications and/or reevaluations, will be provided to the LOCALITY and deducted from the Project funds.</li> <li>For Transportation Alternatives (TA) Projects, the LOCALITY shall maintain the Project or have it maintained in a manner satisfactory to the DEPARTMENT for its useful life and make ample provisions each year for such maintenance unless otherwise agreed to by the DEPARTMENT. Failure to do so, or the sale of a TA funded improvement prior to the expectations as identified in the TA Guide, may require repayment of federal funds.</li> <li>All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.</li> <li>In accordance with CTB policy, the Project must be under construction by November 1, 2024 or the federal Transportation Alternatives (TA) funding may be subject to de-allocation.</li> </ul>

This attachment is certified and made an official attachment to this document by the parties to this agreement.

\_\_\_\_\_  
Authorized Locality Official      Date  
  
Tom Biesiadny  
Typed or printed name of person signing

\_\_\_\_\_  
Authorized VDOT Official      Date  
  
Ray Burkhardt  
Typed or printed name of person signing

Revised: February 1, 2019

Board Agenda Item  
October 5, 2021

ACTION - 3

Authorization to Sign Project Agreements with the Northern Virginia Transportation Commission and the Washington Metropolitan Area Transit Authority for Distribution of I-66 Inside the Beltway Toll Revenues for the McLean Metrorail Station Second Entrance (Providence District)

ISSUE:

Board approval for the Director of the Department of Transportation to execute (a) a Standard Project Agreement (SPA) between the County and the Northern Virginia Transportation Commission (NVTC) (Attachment 1) and (b) a Project Agreement between the County and the Washington Metropolitan Area Transit Authority (WMATA) (Attachment 2). The SPA will govern the terms of the transfer of Commuter Choice Program funds allocated by NVTC under the Amended and Restated Memorandum of Agreement (MOA), Transform 66: Inside the Beltway Project (Attachment 3) and ensure that the requirements of the MOA and the SPA are met. The Project Agreement will govern the transfer of Commuter Choice funds from the County to WMATA and ensure that the terms of all three agreements are met.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the Director of the Department of Transportation (FCDOT) to sign both agreements, substantially in the form of Attachments 1 and 2, between the County and NVTC for distribution of \$1 million in I-66 toll revenues, and between the County and WMATA for the transfer of \$1 million in I-66 toll revenues to WMATA for the construction of the McLean Metrorail Station Second Entrance project.

TIMING:

Board action is requested on October 5, 2021, so that NVTC can begin distributing the funding.

BACKGROUND:

In January 2017, the CTB, the Virginia Department of Transportation (VDOT), and NVTC signed an MOA to initiate a multimodal transportation program for Transform 66 (the Commuter Choice Program). The program seeks to fund and implement solutions to move more people in the I-66 corridor. This program uses toll revenues collected on I-66 inside the I-495 Beltway to support projects that are reasonably expected to benefit

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the toll payers. Tolls have been implemented in the peak direction during the morning and evening peak periods.

Under the MOA, NVTC is responsible for selecting and administering multimodal projects that allow more people to travel faster and more reliably through the I-66 Inside the Beltway corridor. The principal objective of the Commuter Choice Program is to select projects that meet Transform 66 Multimodal Project Improvement Goals identified in the MOA. The goals are to (1) move more people, (2) enhance transportation connectivity, (3) improve transit service, (4) reduce roadway congestion, and (5) increase travel options.

In January 2020, the Fairfax County Board approved a resolution authorizing FCDOT to apply for regional funding for FY 2021-2022 Commuter Choice Program funds through NVTC to fund several projects that will increase commuters' travel options on I-66 Inside the Beltway. Projects recommended for NVTC's consideration for FY 2021-2022 are the following.

- McLean Station Second Entrance: \$1,000,000
- Reston South Multimodal Improvements: \$8,600,000
- Bus Route 599 Fare Buy Down: \$500,000

Due to the COVID-19 pandemic, I-66 Inside the Beltway toll revenues that fund the Commuter Choice Program have experienced a steep decline. In January 2020, after receiving I-66 Inside the Beltway revenue estimates from the Virginia Department of Transportation (VDOT) and based on the availability of carryover and de-obligated funds, as well as uncertainty in the timing of future I-66 toll revenues, NVTC proposed a moderate approach to support a single year (FY 2021) of the two-year program. NVTC chose to allocate \$4 million for the initial funding for Round Four (FY 2021) to projects, prioritizing lower-cost capital projects and projects that provide a continuity of service. The competitive grant application process resulted in the selection of the McLean Metrorail Station Second Entrance project to receive funding.

In October 2020, NVTC approved the Commuter Choice on the I-66 Corridor Initial Round Four (FY 2021) Program of Projects. NVTC also authorized its Executive Director to execute Standard Project Agreements with localities and agencies that receive funding through this Program. In December 2020, the CTB voted to authorize NVTC to use toll revenues from the I-66 Express Lanes to fund the I-66 Corridor Initial Round Four (FY 2021) Program of Projects.

In October 2020, NVTC also approved the Commuter Choice on the I-66 Corridor Supplemental Round Four (FY 2022) Program, which will be implemented in the fall of 2021. The two remaining projects mentioned above have been added to the list of

projects under consideration for inclusion in the FY 2022 Program. Funding for this round of projects will be based on each project's technical scores and the availability of I-66 toll revenues.

The MOA specifies that NVTC may use toll revenues to support the financing of approved projects. To accomplish this, NVTC developed the SPA, in consultation with the respective localities and public transportation providers, to govern the terms of the toll revenue transfers and ensure that the requirements of the MOA are met. The SPA for each project that receives funding must be approved by the County and the NVTC before distributions occur.

Upon receiving notification of the award for the McLean Metrorail Station Second Entrance project, NVTC informed County staff that a separate agreement with WMATA was required, since WMATA will be primarily responsible for constructing the second entrance. The WMATA Project Agreement will govern the terms of funding provided for this project and ensure that the requirements of the MOA and SPA are met. Some of the major provisions of the agreement are the following:

- Grant funding shall not exceed the \$1,000,000 awarded to the County by NVTC.
- Upon expending 80% of the project budget, WMATA will notify the County of anticipated Project Costs.
- If costs are anticipated to exceed the Project Budget, within 60 days, WMATA and County staff will meet and confer to discuss all options and alternatives.
- WMATA will construct and exercise technical control and management oversight of the project.
- WMATA will provide the County with regular status updates, including written project status reports on milestones and or statistics on ridership and or percent completion
- WMATA will work collaboratively with County staff to assist NVTC in the preparation of the Commuter Choice Annual Report.
- WMATA will assist to the greatest extent possible with promoting the Commuter Choice Program.

**FISCAL IMPACT:**

There is no General Fund impact. Funding for the construction of the McLean Metrorail Station Second Entrance project will be advanced from Fairfax County's state aid account held in trust by NVTC and will then be reimbursed by NVTC as part of the FY 2021 Commuter Choice Program.

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ENCLOSED DOCUMENTS:

Attachment 1 – Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration for McLean Metrorail Station North Entrance

Attachment 2 – Project Agreement Between the Washington Metropolitan Area Transit Authority and the Fairfax County, Virginia, Board of Supervisors, for Construction of a Second Entrance at McLean Metrorail Station

Attachment 3 – Second Amended and Restated Memorandum of Agreement Transform 66: Inside the Beltway Project

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, FCDOT, Chief Coordination Section, FCDOT

Malcolm Watson, Coordination and Funding Division, FCDOT

ASSIGNED COUNSEL:

Richard Dzubin, Assistant County Attorney

**Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration**

**Between the Northern Virginia Transportation Commission and Fairfax County**

NVTC Project Number: **059-61-21**

NVTC Project Name: **McLean Metrorail Station North Entrance**

This Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration (“this Agreement”) is made and executed in duplicate on this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Northern Virginia Transportation Commission (“NVTC”) and **Fairfax County** (“Recipient Entity”).

**WITNESSETH**

WHEREAS, NVTC is a political subdivision of the Commonwealth of Virginia created by the General Assembly in accordance with the Transportation District Act of 1964, §§ 33.2-1900 et seq. of the Code of Virginia, 1950, as amended, and is authorized to enter into this Agreement by the provisions of § 33.2-1915 and 1919 of the Code of Virginia, 1950, as amended;

WHEREAS, NVTC entered into a Memorandum of Agreement Transform 66: Inside the Beltway Project (“MOA”), as most recently amended on January 16, 2020, with the Commonwealth Transportation Board (“CTB”), and the Virginia Department of Transportation (“VDOT”), and the Virginia Department of Rail and Public Transportation (“DRPT”), as such MOA may be further amended from time to time, which MOA delegated to NVTC the authority to select and administer the implementation of multimodal transportation improvements to the roadways and associated transportation and transit facilities (“Components” as used in the MOA and, for purposes of this Agreement, “Projects”) in the vicinity of the portion of I-66 beginning at the intersection of I-66 and I-495 (the “Beltway”) and ending at U.S. Route 29 in the Rosslyn area of Arlington County, Virginia (said portion of I-66 being referred to as the “Facility”) which Projects are designed to attain the Improvement Goals defined in the MOA as amended, specifically, to (1) maximize person throughput in the Corridor; and (2) implement multimodal improvements to: (i) improve mobility along the Corridor, (ii) support new, diverse travel choices, and (iii) enhance transportation safety and travel reliability, all of which are reasonably expected to benefit the toll paying users of the Facility;

WHEREAS, the MOA provides for the transfer to and use by NVTC of a portion of the funds collected from the CTB’s tolling of the Facility and the I-66 Outside the Beltway Express Lanes concessionaire’s payments to the Commonwealth (hereinafter referred to for purposes of this Agreement as “Toll Revenue”) for the implementation of Projects selected

by NVTC and approved by the CTB, as well as operating costs related to Projects, and NVTC financing and debt service payments and any allowable costs related thereto;

WHEREAS, based on information provided by Recipient Entity in response to NVTC's call for Projects, NVTC has determined the Project set forth and described on Appendix A to this Agreement satisfies the requirements of Section II.B.1 of the MOA, and the provisions of § 33.2-309 of the Code of Virginia, 1950, as amended, and the CTB has approved use of Toll Revenue to fund such Project;

WHEREAS, the Toll Revenue to be provided by NVTC described in Appendix B have been duly authorized and directed by Recipient Entity to finance the Project, and the Recipient Entity is authorized to enter into this Agreement and has authorized execution of it on its behalf;

WHEREAS, NVTC agrees that Recipient Entity will, itself or through its contractors or agents, design, construct, acquire and/or operate the Project or perform such other specific work for the Project and Recipient Entity agrees that it will perform or have performed, such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Recipient Entity's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTC's governing body and Recipient Entity's governing body have each authorized that their respective designee(s) execute this Agreement on their respective behalf(s) as evinced by copies of each such entity's resolution or clerk's minutes which are appended hereto as Appendix E;

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

**A. Recipient Entity's Obligations**

Recipient Entity shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement. Recipient Entity expressly agrees that, for non-debt financed Projects, Recipient Entity must obligate the Toll Revenue to the cost of the Project within two (2) fiscal years and to expend the Toll Revenue within five (5) fiscal years of the first day of the fiscal year for which the funds

for the Project were allocated by the CTB unless an extension has been approved by NVTC and the CTB. In the event an extension is not approved by the Commissions and the CTB, then Recipient Entity shall release or return to NVTC all unexpended funds no later than 90 days after receipt of NVTC's written request for such release or return. If the Project is cancelled at any time, for any reason, before or after work has commenced, Recipient Entity shall immediately notify NVTC in writing of the cancellation and shall immediately cease to incur Project costs. Concurrently, and in no event later than 90 days after the date of cancellation, Recipient Entity shall refund to NVTC 100% of all funds provided for the Project unless otherwise approved by NVTC, and the CTB as necessary, and set forth in an amendment to this Agreement.

2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, capital asset acquisitions, or operations, and all allowable expenses for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTC Toll Revenues specified on Appendix B to pay any Project cost if the MOA or any applicable provision of law does not permit such Project cost to be paid with NVTC Toll Revenue. For transit, bikeshare and other operations projects that generate revenues, the Recipient Entity shall deduct revenues earned from Project operations from any requests for reimbursement of operating expenses.
5. Recognize that, if the Project, as approved, contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTC will provide funding for such multiple phases (as set forth on Appendix B), NVTC may not provide Toll Revenue funding to Recipient Entity to advance the Project to the next phase until the current phase is completed. In any circumstance where Recipient Entity seeks to advance a Project to the next phase using NVTC Toll Revenue, Recipient Entity shall submit a written request to NVTC's Executive Director explaining the need for NVTC's funding of an advanced phase. NVTC's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTC's current and projected cash flow position and make a recommendation to NVTC whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Recipient Entity from providing its own funds

to advance a future phase of the Project and from requesting reimbursement from NVTC for having advance funded a future phase of the Project. However, Recipient Entity further recognizes that NVTC's reimbursement to Recipient Entity for having advance funded a Project phase will be dependent upon NVTC's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTC's Executive Director will periodically update NVTC's cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Recipient Entity shall provide all information required by NVTC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTC requests for payment consistent with Appendix B and the most recently approved NVTC cash flow estimates that include NVTC's standard payment requisition(s), containing detailed summaries of actual Project costs incurred with supporting documentation as required by NVTC and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement, include a manual signature of the individual authorized to submit the request, and be submitted electronically to [reimbursements@novatransit.org](mailto:reimbursements@novatransit.org). If approved by NVTC, Recipient Entity can expect to receive payment within twenty (20) business days upon receipt by NVTC. Approved payments will be made by means of electronic transfer of funds from NVTC to or for the account of Recipient Entity.
8. Promptly notify NVTC's Executive Director of any additional Project costs resulting from unanticipated circumstances which costs exceed the amount allocated by the CTB for the Project, and provide to NVTC detailed estimates of additional costs associated with those circumstances. Recipient Entity understands that it will be within NVTC's sole discretion, subject to CTB approval, whether to seek and to provide any additional funding to the Project in such circumstances and that NVTC will do so only in accordance with NVTC's approved Project selection process and upon formal action and approval by NVTC. Recipient Entity shall timely provide to NVTC a complete and accurate update to Appendix B if NVTC and the CTB approve funding of any additional Project costs for the Project under this Paragraph.
9. Submit a final reimbursement request for Project expenses and release or return any unexpended funds to NVTC no later than 90 days after Project

completion. The final reimbursement request shall be accompanied by a certification to NVTC that Recipient Entity adhered to all applicable laws and regulations and all requirements of this Agreement.

10. Should Recipient Entity be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Recipient Entity shall certify to NVTC that all such matching funds have been either authorized and/or appropriated by Recipient Entity's governing body or have been obtained through another, independent funding source.
11. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Recipient Entity and provide copies of any such financial records to NVTC, free of charge, upon request.
12. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Recipient Entity; and provide to NVTC copies of all such drawings and plans free of charge, upon request.
13. Reimburse NVTC for all NVTC Toll Revenue (with interest earned at the rate earned by NVTC) that Recipient Entity misapplied or used in contravention of the MOA or any term or condition of this Agreement.
14. Name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents, or require that all Recipient Entity's contractors name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents as additional insureds on any insurance policy issued for the work to be performed and/or services to be provided by or on behalf of Recipient Entity for the Project, and present NVTC with satisfactory evidence thereof before any work on the Project commences or continues, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused by the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by Recipient Entity to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Agreement, or any breach by Recipient Entity of its representations or warranties in this Agreement; (b) any actual or willful misconduct or negligence of Recipient Entity, its employees or agents in direct

connection with the Projects; (c) any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by Recipient Entity in direct connection with the Project; (d) inverse condemnation, trespass, nuisance or similar taking of or harm to real property committed or caused by Recipient Entity, its employees or agents in direct connection with the Project; or (e) any assumed liabilities. Recipient Entity will contractually require its contractors, subcontractors, vendors and other third parties working or performing services related to any Project funded by NVTC Toll Revenue to indemnify NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT, and their officers, employees and agents from the same losses.

15. Recipient Entity covenants and agrees it will comply with all applicable requirements of state and federal laws relating to anti-discrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act, and shall contractually require the same of all contractors, subcontractors, vendors, and recipients of any funding. Recipient Entity recognizes the importance of the participation of minority, women-owned and small businesses through the federal and local Disadvantaged Business Enterprise programs and will abide by such programs in implementing the Project. Recipient Entity shall comply with all applicable federal requirements, including those applicable to highways that are part of the National Highway System.
16. Give notice to NVTC that Recipient Entity may use NVTC Toll Revenue to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTC's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTC, that upon final payment to all contractors for the Project, Recipient Entity will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTC be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Recipient Entity.

19. Acknowledge that if the Project is being funded in whole or in part by NVTC Bond Proceeds, comply with the applicable tax covenants as may be attached as Appendix D.
20. Acknowledge that if Recipient Entity expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Recipient Entity agrees to comply with VDOT's "Standards, Requirements and Guidance" applicable to the Project.
21. Recognize that Recipient Entity is solely responsible for obtaining all permits, permissions and regulatory approval necessary to develop, construct, operate and/or maintain the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Recipient Entity is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTC Toll Revenue and/or NVTC Bond Proceeds, that Recipient Entity will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledge that NVTC will not be a party or signatory to that agreement; nor will NVTC have any obligation to comply with the requirements of that agreement.
23. Provide quarterly (January 30<sup>th</sup>, April 30<sup>th</sup>, July 30<sup>th</sup>, and October 30<sup>th</sup>) written status updates on all approved, active Projects to NVTC on all items described in the Recipient's Project application including progress toward milestones and/or statistics including such information as ridership and/or percent completion.
24. Assist NVTC in the preparation of the annual report to the CTB required by the MOA, by providing data in regard to the Project performance measures identified on Appendix A of this Agreement, as well as other reporting as may be requested or required by NVTC.
25. To the greatest extent possible, include the Commuter Choice logo and recognition of Project funding source as being from the Commuter Choice Program, in a form approved by NVTC, in all publicly-available materials, documents, websites, etc.

**B. NVTC's Obligations**

NVTC shall:

1. Provide to Recipient Entity the funding authorized by NVTC for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s), and operations, and all allowable expenses, net of any revenue generated by the Project, on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto.
2. Assign a Program Coordinator for the Project. NVTC's Program Coordinator will be responsible for monitoring the Project on behalf of NVTC so as to ensure compliance with this Agreement and the MOA, and all NVTC's requirements and for overseeing, managing, reviewing, and processing, in consultation with NVTC's Executive Director and its Director of Finance and Administration (DFA), all payment requisitions submitted by Recipient Entity for the Project. NVTC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTC's assigned Program Coordinator all Recipient Entity's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTC for the Project. After submission to NVTC, NVTC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's sufficiency. NVTC's Program Coordinator will then make a recommendation to the NVTC's DFA and Executive Director whether to authorize payment, refuse payment, or seek additional information from Recipient Entity. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) business days from receipt. If the payment requisition is deemed insufficient, within twenty (20) business days from receipt, NVTC will notify Recipient Entity in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTC have been corrected. Under no circumstances will NVTC authorize payment for any work performed by or on behalf of Recipient Entity that is not in conformity with the requirements of this Agreement or the MOA.
4. Route all Recipient Entity's supplemental requests for funding from NVTC under Paragraphs A.5 and A.8 of this Agreement to NVTC's Executive Director. NVTC's Executive Director will initially review those requests and all supporting documentation with NVTC's DFA. After such initial review, NVTC's

Executive Director will make a recommendation to NVTC's Executive Committee for its independent consideration and review of whether CTB approval of, and an allocation for, supplemental funding should be sought. NVTC's Executive Committee will thereafter make a recommendation on any such request to NVTC for final determination by NVTC, and approval by the CTB.

5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the MOA, and other applicable law. Such compliance reviews may entail review of Recipient Entity's financial records for the Project and on-site inspections.
6. Acknowledge that if, as a result of NVTC's review of any payment requisition or of any NVTC compliance review, NVTC staff determines that Recipient Entity has misused or misapplied any NVTC Toll Revenue in derogation of this Agreement or in contravention of the MOA or applicable law, NVTC staff will promptly advise NVTC's Executive Director and will advise Recipient Entity's designated representative in writing. Recipient Entity will thereafter have thirty (30) days to respond in writing to NVTC's initial findings. NVTC's Executive Director will review Recipient Entity's response and make a recommendation to the NVTC Executive Committee which will, in turn, make a recommendation to NVTC for a final determination. Pending final resolution of the matter, NVTC will withhold further funding of the Project. If NVTC makes a final determination that Recipient Entity has misused or misapplied funds in contravention of this Agreement, the MOA, or other applicable law, NVTC will cease further funding for the Project and will seek reimbursement from Recipient Entity of all funds previously remitted by NVTC (with interest earned at the rate earned by NVTC) which were misapplied or misused by Recipient Entity. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.
7. Make guidelines available to Recipient Entity to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.

**C. Term**

1. This Agreement shall be effective upon adoption and execution by both parties and, unless terminated in accordance with the express provisions hereof, shall continue until completion of the Project and final payment of Toll Revenue hereunder, with the exception of those provisions which, by their express terms, survive termination.
2. Recipient Entity may terminate this Agreement, for cause, in the event of a material breach by NVTC of this Agreement. If so terminated, NVTC shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Recipient Entity to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds, or CTB's failure to allocate, or VDOT's failure to distribute to NVTC as described in paragraph F of this Agreement shall not be considered material breaches of this Agreement by NVTC. Before initiating any proceedings to terminate under this Paragraph, Recipient Entity shall give NVTC sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTC an opportunity to investigate and cure any such alleged breach.
3. NVTC may terminate this Agreement, for cause, resulting from Recipient Entity's material breach of this Agreement. If so terminated, Recipient Entity shall refund to NVTC all funds NVTC provided to Recipient Entity for the Project (including interest earned at the rate earned by NVTC). NVTC will provide Recipient Entity with sixty (60) days written notice that NVTC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Recipient Entity may request that NVTC excuse Recipient Entity from refunding all funds NVTC provided to Recipient Entity for the Project based upon Recipient Entity's substantial completion of the Project or severable portions thereof; and NVTC may, in its sole discretion, excuse Recipient Entity from refunding all or a portion of the funds NVTC provided to Recipient Entity for the Project. No such request to be excused from refunding will be allowed where Recipient Entity has either misused or misapplied NVTC funds in contravention of applicable law.
4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Recipient Entity will release or return to NVTC all unexpended NVTC Toll Revenue with interest earned at the rate earned by NVTC no later than sixty (60) days after the date of termination.

**D. Dispute**

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a

third party or judicial intervention. NVTC's Executive Director and Recipient Entity's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTC and to Recipient Entity's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

**E. NVTC's Entitlement to Refund of Value of Project Assets**

Recipient Entity agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTC Toll Revenues under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. In the event that Recipient Entity fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Recipient Entity shall refund to NVTC, with interest at the rate earned by NVTC, the amount of the value of each of the Project Assets, whether any such Project Asset may have depreciated or appreciated throughout its respective useful life, proportionate to the amount of the cost of the Project Asset funded by NVTC under this Agreement. If Recipient Entity refuses or fails to refund said monies to NVTC, NVTC may recover the proportionate value from Recipient Entity by pursuit of any remedies available to NVTC, including but not limited to NVTC's withholding of commensurate amounts from future distributions of NVTC Toll Revenue to Recipient Entity. In no event shall the Recipient Entity be obligated to refund the aforesaid value to both NVTC and the Commonwealth.

**F. Appropriations Requirements**

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all Toll Revenues provided by NVTC pursuant to the MOA are subject to appropriation by the Virginia General Assembly, allocation by the CTB and distribution by VDOT. The parties further acknowledge that NVTC's obligations under this Agreement are subject to such funds being appropriated by the General Assembly, allocated by the CTB and distributed by VDOT to NVTC.

**G. Notices**

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

1) to: NVTC, to the attention of its Executive Director;  
2300 Wilson Blvd., Suite 230  
Arlington, VA 22201

2) to: **Fairfax County**,  
to the attention of Tom Biesiadny  
4050 Legato Road  
Fairfax County, Virginia 22033 (address)

**H. Assignment**

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

**I. Modification or Amendment**

This Agreement may be modified, in writing, upon mutual agreement of both parties.

**J. No Personal Liability or Creation of Third Party Rights**

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

**K. No Agency**

Recipient Entity represents that it is not acting as a partner or agent of NVTC; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

**L. Sovereign Immunity**

The provisions of this Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

**M. Incorporation of Recitals**

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

**N. Mutual Preparation and Fair Meaning**

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

**O. Governing Law**

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Commission

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Fairfax County**

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A –Project Description and Performance Measures

Project Number: 059-61-21

Project Title: McLean Metrorail Station North Entrance

Recipient Entity: Fairfax County

Toll Revenue Funds: \$ 1,000,000

### **Project Description**

Commuter Choice funding is supporting the addition of a second entrance to the McLean Metrorail Station on Scotts Crossing Road, reducing the time needed to access the station from the north. With up to 2,000 prospective residents moving into the redeveloping area north of the current station, this project will create a shorter, more convenient walk to the Metro and increase its visibility.

Project opening year inbound AM peak period increase in person throughput that was the basis for project evaluation<sup>1</sup>: 507 persons.

### **Performance Measures and Reporting**

#### **Performance Measures**

Report average morning peak-period entries at the McLean Metrorail Station.

#### **Collection Period**

Baseline performance data is to be collected before project is implemented. Report average weekday daily boardings and alightings collected for a two-week period in March or April. The chosen period should not include any holiday periods and the average should be calculated from Tuesdays, Wednesdays, and Thursdays during the period. After the project has been implemented, performance data shall be collected each year up to five years after implementation.

#### **Reporting**

Report data to NVTC in a technical memorandum outlining the following:

1. Data collection methodology
2. Data collection dates
3. Results – data
4. Notes (if necessary)

Reports are due each July 30<sup>th</sup> or as otherwise identified by NVTC. Submit reports by email to Ben Owen at NVTC at [benowen@novatransit.org](mailto:benowen@novatransit.org).

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<sup>1</sup> Throughput estimates for Commuter Choice on the I-66 Corridor Round Four (FY 2021-FY 2022) projects were developed prior to the COVID-19 public health emergency that began in March 2020. Continued impacts of the emergency on regional travel patterns may affect the project's actual person throughput improvements and other aspects of performance.



**Attachment 2**

**PROJECT AGREEMENT  
BETWEEN  
THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
AND  
FAIRFAX COUNTY BOARD OF SUPERVISORS, VIRGINIA  
FOR  
CONSTRUCTION OF A SECOND ENTRANCE AT MCLEAN METRORAIL STATION**

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**PROJECT AGREEMENT  
BETWEEN  
THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
AND  
BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA  
FOR  
CONSTRUCTION OF A SECOND ENTRANCE AT MCLEAN METRORAIL STATION**

This Project Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_, 2021, by and between the Washington Metropolitan Area Transit Authority, (hereinafter referred to as “WMATA”), an interstate compact agency, organized pursuant to Public Law 89-774, 80 Stat. 1324; Maryland Acts of General Assembly, Chapter 869-1965; Virginia Acts of Assembly, Chapter 2-1966; and Resolution of D.C. Board of Commissioners adopted November 15, 1966, and The Board of Supervisors of Fairfax County, Virginia (hereinafter referred to as “County”), a political subdivision of the Commonwealth of Virginia, collectively referred to herein as the “Parties”.

**RECITALS**

**WHEREAS**, WMATA operates the McLean Metrorail Station located in Fairfax County, Virginia (hereinafter referred to as the “McLean Station”) for the benefit of the public; and

**WHEREAS**, the Parties agree that an additional point of ingress and egress to the McLean Station would be beneficial to patrons and

**WHEREAS**, WMATA shall receive advance funding for the Project (as hereinafter defined) from Fairfax County as hereinafter described; and

**WHEREAS**, the Northern Virginia Transportation Commission (NVTC) entered into a Memorandum of Agreement Transform 66: Inside the Beltway Project (“Transform 66 MOA”) as most recently amended on January 16, 2020, with the Commonwealth

Transportation Board (CTB); and

**WHEREAS**, the Transform 66 MOA delegated to NVTC the authority to select and administer the implementation of multimodal transportation improvements to the roadways and associated transportation and transit facilities in the vicinity of the portion of I-66 beginning at the intersection of I-66 and I-495 (the “Beltway”) and ending at U.S. Route 29 in the Rosslyn area of Arlington County, Virginia (said portion of I-66 being referred to as the “Facility”) which projects are designed to attain the Improvement Goals defined in the Transform 66 MOA as amended, specifically, to (1) maximize person throughput in the Corridor; and (2) implement multimodal improvements to: (i) improve mobility along the Corridor, (ii) support new, diverse travel choices, and (iii) enhance transportation safety and travel reliability, all of which are reasonably expected to benefit the toll paying users of the Facility; and

**WHEREAS**, the Transform 66 MOA provides for the transfer to and use by NVTC of a portion of the funds collected from the CTB’s tolling of the Facility and the I-66 Outside the Beltway Express Lanes concessionaire’s payments to the Commonwealth of Virginia (hereinafter referred to for purposes of this Agreement as “Toll Revenue”) for the implementation of projects selected by NVTC and approved by the CTB; and

**WHEREAS**, based on information provided by the County in response to NVTC’s Call for Projects on November 9, 2020, NVTC has determined the McLean Metrorail Station Second Entrance Project (the “Project”) satisfies the requirements of Section II.B.1 of the Transform 66 MOA, and the provisions of § 33.2-309 of the Code of Virginia, 1950, as amended, and the CTB has approved use of Toll Revenue to fund such Project; and

**WHEREAS**, funding of this Project in the amount of up to \$1,000,000 was awarded to Fairfax County by the CTB on December 9, 2020; and

**WHEREAS**, the Toll Revenues to be provided by NVTC described in **Appendix A** have been duly authorized and directed by the County to finance the Project, and the County is authorized to enter into this Agreement and has authorized execution of it on its behalf;

**WHEREAS**, NVTC agrees that the County will, itself or through its contractors or agents, design, construct, acquire and/or operate the Project or perform such other specific work for the Project and the County agrees that it will perform or have performed, such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

**WHEREAS**, the design plans for the Project, which are separate and apart from this agreement, were paid for by Capital One Financial Corporation, located at 1680 Capital One Drive, McLean, VA 22102-3491. The design is complete and has been reviewed, approved, and accepted by the County.

**WHEREAS**, WMATA's Office of Joint Development and Adjacent Construction (JDAC) has reviewed and accepted the design plans for the Project on March 15, 2021 (hereinafter referred to as the "Approved Project Design Plans").

**WHEREAS**, this Agreement defines the respective obligations, responsibilities and duties of the Parties regarding funding and construction of the Project:

**NOW THEREFORE**, in consideration of the understandings and mutually agreed covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE 01.00 DEFINITIONS**

The following words and phrases when used in this Agreement shall have the meanings provided below unless the context clearly indicates a different meaning:

1.01 **AGREEMENT** shall mean this Agreement between WMATA and the County for the Project.

1.02. **APPROVED PROJECT DESIGN PLANS** shall mean the design plans for the Project approved by WMATA, dated March 15, 20201, attached to this Agreement as **Appendix B** and incorporated herein by this reference.

1.03. **CONTRACTOR(S)** shall mean any person or entity that has entered or will enter into a contract with WMATA to provide goods or services utilized by WMATA to perform its obligations under this Agreement.

1.04. **COUNTY** shall mean Fairfax County, a political subdivision of the Commonwealth of Virginia.

1.05. **DAYS** shall mean calendar days unless otherwise stated.

1.06. **FUNDING** or **FUNDS** shall mean all monies from various sources, as set forth in **Article 4** hereof, necessary to complete the Project.

1.07. **GRANTING ENTITY(IES)** shall mean federal and/or State entity(ies) to whom the County makes application for transportation grant funds for the Project.

1.08. **PROJECT** or **PROJECT WORK** shall mean construction of the McLean Metrorail Station Second Entrance, as generally described in **Section 2.01** herein.

1.09. **PROJECT BUDGET** shall mean the document labeled **Appendix A**, attached hereto and incorporated herein, that provides, among other things:

A. A complete listing and accounting of the Project funding sources and estimated expenditures by WMATA and/or its Contractor(s);

B. A description of the extent of the financial commitment of the County to the Project; and

C. A description of the estimated allocation of costs associated with the application of Project resources, e.g., materials, personnel, consultant and non-personnel resources, to be devoted to accomplishing the Project tasks.

1.10. **PROJECT COSTS** shall mean all direct, indirect and overrun costs for Project Work.

1.11. **PROJECT COST S ACCOUNT** shall have the meaning set forth in **Section 4.01** below.

1.12. **PROJECT MANAGER(S)** shall mean the person responsible for administering this Project as designated by each of WMATA and County.

1.13. **PROJECT OFFICER(S)** shall mean the person, or persons responsible for administering this Agreement as designated by each of WMATA, the County or their respective designees.

1.14. **MCLEAN METRORAIL STATION SECOND ENTRANCE** shall mean the McLean Metrorail Station second entrance and its associated features as depicted in the Approved Project Design Plans and constructed in compliance with this Agreement.

1.15. **WMATA DESIGN AND CONSTRUCTION STANDARDS** shall mean “the Adjacent Construction Project Manual, the WMATA Station Site and Access Planning Manual, the WMATA Manual of Design Criteria, WMATA 2014 CAD Standards, Civil 3D Standards, the WMATA survey datum, and the WMATA Sign and Graphics, as any of the foregoing may be amended, supplemented, modified or replaced from time to time.

## **ARTICLE 02.00 SCOPE OF WORK**

2.01 General. WMATA shall construct the Project in compliance with this Agreement, the Approved Design Plans, the WMATA Design and Construction Standards, and applicable building codes.

### 2.02 Division of Responsibilities.

#### A. The Parties shall:

1. Ensure all contracts between WMATA and its Contractors include provisions required by **Appendix C**, attached hereto and incorporated herein by reference.

#### B. WMATA shall:

1. Exercise technical control and management oversight of the Project.

2. Subject to the terms of Section 4.01.B, procure and enter into contracts with Contractors for the construction of the Project in accordance with WMATA's standard procurement procedures.

3. Have complete and overall management and administrative responsibility for said contract(s). In no event shall such contracts between WMATA and others for the construction of the Project be considered, or construed as, contracts of the County.

4. Obtain all permits, permissions, and approvals from the County and other entities for all Project Work including, but not limited to, applicable zoning permits, building code permits, fire permits, and traffic maintenance and construction staging activities. WMATA shall ensure that its Contractor(s) maintains safe access to public ways and other points of ingress or egress at the Project site, including the placement of temporary signage and barricades during Project construction.

5. Provide Fairfax County staff regular Project status updates including quarterly written Project status updates on all items described in Fairfax County's project application, attached hereto as **Appendix D**, including project schedule, progress toward milestones and/or statistics including such information as ridership and/or percent completion.

6. Identify the Project Manager for the Project within 30 days of execution of this Agreement.

7. Work collaboratively with County staff to assist NVTC in the preparation of the annual report to the CTB required by the Transform 66 MOA, by providing data in regard to the Project performance measures identified in the Agreement between Fairfax County and NVTC, as well as other reporting as may be reasonably requested or required by NVTC.

8. To the greatest extent possible, include the Commuter Choice logo and recognition of Project funding source as being from the Commuter Choice Program, in a form reasonably approved by NVTC, in all publicly-available materials, documents and websites.

9. Provide Fairfax County all necessary documentation, including, but not limited to, detailed summaries of actual project costs incurred with supporting documentation, as required by NVTC for the County to receive reimbursement from NVTC's Commuter Choice Program.

C. Fairfax County shall:

1. Subject to appropriations by the Board of Supervisors of Fairfax County, fully fund this Project. The County acknowledges and agrees that the

Project is a reimbursable project, that there are, and will be, no WMATA funds provided for the Project, and that the Project shall be fully funded as provided in **Article 4** below.

2. Assist WMATA in obtaining all permits, permissions and approvals from the County and other entities for the Project.

### **ARTICLE 03.00 OWNERSHIP, OPERATION AND MAINTENANCE**

Upon completion, WMATA shall own, operate and maintain the McLean Metrorail Station Second Entrance.

### **ARTICLE 04.00 PROJECT FUNDING**

#### 4.01 Obligations of the Parties.

A. Subject to appropriation of Funds by the County for the Project Costs, and subject to the provisions of this Agreement, the County shall be responsible for all Project Costs. Under no circumstances shall WMATA have any financial obligation to assist in the Funding of this Project, unless agreed to by WMATA and the County. The current estimate for Project Costs is \$1,000,000, as shown in **Appendix A**, attached hereto. Funding for the Project was approved for up to \$1,000,000 by the CTB on December 9, 2020.

B. County shall fund in advance, and keep funded, an interest-bearing account to be held by WMATA ("**Project Costs Account**") for the total amount of the Project Costs. Interest earned by this Account shall be credited to Project Costs. Notwithstanding any provision of the Agreement to the contrary, WMATA shall not incur any Project Costs, or be obligated to perform the Project Work, unless and until Funds sufficient for such costs, expenses or obligations have been deposited into the Project Costs Account. Unless mutually agreed by the parties, WMATA shall not draw down on the Project Costs Account or make any obligations exceeding the amounts that are advanced pursuant to **Section 4.02** herein.

C. WMATA shall ensure that all costs, expenses and obligations charged to the Project by WMATA and its Contractors are supported by properly executed payrolls, time records, funding requests, invoices, contracts, vouchers, or receipts

evidencing in detail the nature and propriety of the charges. Upon fifteen (15) days' prior written Notice to WMATA, with the full cooperation of WMATA, the County shall have the right to audit these records at the County's expense as provided in **Article 5** herein.

D. Upon expending eighty percent (80%) of the Project Budget, WMATA shall notify the County in writing of the final anticipated Project Costs. If, at any time, the Project Costs are projected to exceed the Project Budget, WMATA shall promptly notify the County in writing of such projection.

E. Within sixty (60) days after receipt of a notification of a projected cost overrun and prior to taking any other action, WMATA and the County shall meet and confer to discuss all potential options and alternatives, including but not limited to, seeking alternative funding for completion of the Project, modification of the Project and/or modification of the Project Budget, and/or returning the Station to its original condition. After such meeting the County may:

1. Identify additional funding and approve an increased Project Budget, subject to appropriation, if needed, by the County; or,
2. Subject to WMATA approval, revise the Project scope to reflect a change in Project goals and objectives and revise the Project Budget; or,
3. Notify WMATA in writing that the County desires to terminate this Agreement, in which case **Article 8** shall apply.

#### 4.02 Project Payments.

The following provisions shall apply to Funds required from the County pursuant to this Agreement, including local matching funds:

A. WMATA shall submit an initial funding request based on projected Project Costs prior to commencement of the Project Work. The County will wire County Funds to WMATA within thirty (30) days of its receipt of the funding request. In the event the County does not pay the funding request submitted by WMATA within said thirty (30) days, WMATA shall notify the County and request payment of the overdue amount. The County will pay the overdue amount within seven (7) days after receipt of the Notice. If WMATA does not receive the overdue amount by said time, then either Party may

terminate this Agreement pursuant to **Article 8** herein.

B. WMATA is permitted to draw from the Project Costs Account throughout the duration of the Project.

C. Irrespective of the source or sources of Funds for the Project, WMATA shall submit to the County quarterly statements reflecting obligations made by WMATA in performing the Project Work, and the balance of any remaining cash advances. WMATA will submit the statement for the previous quarter within thirty (30) days following the end of the quarter. Such quarterly statements shall not be used for billing purposes but shall be intended to provide the County with an accurate accounting of WMATA's obligations made to date for the Project Work. The County shall not be permitted to reject any WMATA funding request(s) on the basis that any quarterly statement(s) have open matters pending resolution.

D. At the conclusion of the Project Work, or upon termination under **Article 8** herein, WMATA shall present the County with a final reconciliation and a final accounting of all Project Costs. The County will pay the final funding request within thirty (30) days of the date of the funding request.

E. Any excess funds remaining at the completion of the Project Work will be returned to the County.

F. Any disputes concerning a funding request shall be resolved pursuant to the dispute resolution process in **Article 10.0**.

G. WMATA SHALL NOT PERFORM PROJECT WORK UNLESS PROJECT COSTS ACCOUNT FUNDING IS AVAILABLE. In the event that the Project Costs Account established herein has insufficient funding, all work will stop on the Project until additional funding is provided in accordance with this Agreement.

## **ARTICLE 05.00 PROJECT CONDITIONS**

### 5.01 Records Access, Audit, and Retention.

WMATA agrees that the County or any duly authorized representative shall upon prior written request including electronic mail, at the County's expense, have access to

and the right to examine, copy and audit any pertinent books, documents, papers, accounts, reports and records of WMATA involving Project Work. Unless otherwise required by law or agreements with any Granting Entity to be retained for a longer period of time, WMATA hereby agrees, for the Project, to retain and maintain books, documents, papers, accounts, reports and records required under this Agreement for a period of not less than three years after the date on which WMATA's obligations and services provided under this Agreement for each Project are finally completed. If any litigation, claim, negotiation, audit, or other action has commenced before the expiration of the three-year period, then the books, documents, papers, accounts, reports and records shall be retained by WMATA until the action and resolution of all issues that arise from it have been finally concluded, or until the end of the three-year period, whichever is later. In such case, the County, its authorized agents and/or County auditors, and the Granting Entities, shall have full access to and the right to examine and audit any of WMATA's books, documents, papers, accounts, reports and records related to the Project during said period.

**5.02 Third Party Inquiries.**

The Parties agree that, as to all oral or written inquiries from any person or entity to WMATA regarding the status of the Project, or any record generated as a result of the existence of this Agreement, the WMATA Public Access to Records Policy (Policy/Instruction 1.12/0) shall provide the WMATA procedure for said inquiries. The request may be referred to: Office of the General Counsel (Attention: PARP Administrator), WMATA, 600 5<sup>th</sup> St., N.W., Washington, D.C. 20001. Any request to the County for documents or records shall be governed to the extent applicable by the Virginia Freedom of Information Act.

**5.03 Non-Appropriation.**

A. All of the County's obligations under this Agreement are subject to appropriation of funds by the Board of Supervisors of Fairfax County for the specific purpose of satisfying the payment and performance obligations of this Agreement. The County shall not be liable for any amounts payable to WMATA unless and until such funds

have been appropriated for payment and then only to the extent thereof. It is agreed by the Parties that no subsequent amendment of this Agreement, no addendum to this Agreement (or to any Project document), and no action by the Project Officer shall compromise the full legal effect and implication of this provision between the Parties or their respective successors or assigns, contractors or agents. This Agreement shall not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10, Article VII of the Constitution of the Commonwealth of Virginia.

B. If funds are not appropriated for the specific purpose of satisfying any of the obligations of the County for the Project, then the County shall notify WMATA in writing of the non-appropriation and the Parties shall terminate the Project pursuant to **Section 8.02** It is agreed by the Parties that, notwithstanding any provision in this Agreement to the contrary, this non-appropriation provision shall supersede any and all obligations imposed by any other provision of this Agreement.

C. All of WMATA's obligations under this Agreement are subject to appropriation of funds by the Board of Supervisors of Fairfax County for the specific purpose of satisfying the payment and performance obligations required by this Agreement. WMATA shall not be required to perform the Project Work described herein unless and until such Funds have been appropriated for payment and deposited into the Project Costs Account, and then only to the extent thereof.

## **ARTICLE 06.00 FORCE MAJEURE**

### 6.01 WMATA Responsibilities in Event of Force Majeure.

Provided that WMATA gives prompt written Notice to the County at the beginning of the period of Force Majeure, WMATA shall be excused from performing hereunder and shall not be liable in damages to the County, if performance is totally interrupted by reason of Force Majeure provided, however, that the period of excused performance shall last only as long as the period of Force Majeure.

### 6.02 Force Majeure.

Neither party shall be held responsible for failure to perform the duties and

responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, change in law or applicable regulation subsequent to the date hereof, action or inaction by federal, State or local legislative, executive, administrative or judicial agency or body, or an act of God beyond control of the Parties that would make performance of this Agreement impossible or illegal.

**ARTICLE 07.00           INSURANCE**

7.01 General.

Any policy(ies) of insurance, including but not limited to, professional liability, motor vehicle liability, and general liability, required of any contractor, subcontractor, consultant or any third party (jointly referred to as "Contractor(s)") performing Project Work for WMATA to satisfy the requirements of this Agreement, shall have a written endorsement making the County, all Fairfax County elected and appointed officers, officials, employees, contractors, and agents and WMATA each as additional insureds to the Contractor's insurance policies. The policy limits of all Contractor-provided insurance for the Project Work are set forth in **Section 7.03** below.

7.02 Indemnification.

WMATA shall require its Contractor(s) to indemnify and hold harmless WMATA, its officials, employees, departments, agents and representatives, the Commonwealth of Virginia, CTB, NVTC, the County and all County elected and appointed officers, officials and employees against any and all liability claims for injury, including personal injury to or death of a person or persons, and for loss or damage occurring in connection with the Project Work. The indemnity shall include all reasonable costs and attorney's fees incurred in the defense of such claims. The indemnity provided herein is a contractual undertaking that is not limited by the limits of insurance provided in **Section 7.03** below.

7.03 Insurance.

WMATA shall require its Contractor(s) to provide commercial insurance coverage for the following exposures:

- A.           Worker's Compensation:

An insurance policy complying with the requirements of the statutes of the jurisdiction in which the work will be performed. If there is any exposure to the Contractor(s) personnel or to any its subcontractor’s personnel, due to the U.S. Longshoremen’s and Harbor Worker’s Act, Jones Act or Admiralty Laws; and the Federal Employers’ Liability Act; WMATA shall have its Contractor provide coverage for these requirements on an “if any” basis.

The coverage under such an insurance policy or policies shall have limits not less than:

Worker’s Compensation:	STATUTORY
Employer’s Liability:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

**B. Commercial General Liability Insurance**

(A complete copy of this policy shall be provided to WMATA, if requested):

An insurance policy covering the liability of the Contractor(s) for all work or operations under or in connection with this Project; and all obligations assumed by the Contractor(s) under this Contract. Products Liability, Completed Operations, and Contractual Liability must be included, in addition to coverage for explosion, collapse, and underground hazards, wherever required.

The coverage under such an insurance policy or policies shall have limits not less than:

- Bodily Injury and Property Damage Liability - \$1,000,000 each occurrence / \$2,000,000 per project aggregate
- Premises Medical Payments - \$5,000
- Personal Injury/Advertising - \$1,000,000
- Medical Expense - \$10,000

WMATA shall require its Contractor(s) to include WMATA, the Commonwealth of Virginia, the CTB, NVTC, the Board of Supervisors of Fairfax County, Virginia and all

Fairfax County elected and appointed officers, officials, and employees, each as an additional insured under the general liability insurance coverage with respect to activities related to the Project Work.

C. Professional Errors and Omission Liability Insurance

(A complete copy of this policy shall be provided to WMATA, if requested.):

1. Professional Errors and Omissions Liability Insurance: A separate insurance policy to pay on behalf of the Contractor all costs the Contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of any Contracting Party out of their acts or omissions in performance of their work under this Contract.

2. Such insurance shall be maintained for five years after the final acceptance of the work by either continuation of the policy every year or, if coverage is moved to another carrier, the same prior acts retroactive date shall be continued. If coverage is not renewed, an extended reporting period of five years shall be purchased and such coverage shall be evidenced on the certificate of insurance. In addition, the Contractor shall purchase unintentional errors and omissions and cross liability coverage by endorsement if not already provided.

3. The coverage under such an insurance policy shall have a limit of liability not less than:

\$2,000,000 per occurrence / \$2,000,000 in aggregate.

D. Automobile Liability Insurance

1. An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the District of Columbia, Maryland or Virginia, and not covered under the aforementioned Contractor's Commercial General Liability Insurance. The coverage under such an insurance policy or policies shall include uninsured motorist coverage and have limits not less than:

Bodily Injury and Property Damage Liability:

\$2,000,000 Combined Single Limit; and \$50,000 Uninsured Motorist Coverage Limit.

2. WMATA shall require its Contractor to include WMATA, the Commonwealth of Virginia, the CTB, NVTC, the Board of Supervisors of Fairfax County, Virginia; all Fairfax County elected and appointed officers; officials; employees; contractors; and agents, each as an additional insured under the coverage for Automobile Liability Insurance with respect to performance of all Project activities.

E. Builder's Risk Insurance

(A complete copy of this policy shall be provided to WMATA, if requested):

1. An insurance policy covering all risk of physical damage to property under construction shall be procured. Coverage for damage to building materials to be installed may be written separately or by endorsement to this policy; damage to the Contractor's owned, leased, or rented equipment may be written separately or by endorsement to this policy. Insurance shall be on an all-risk policy form including the perils of fire, extended coverage, theft and vandalism. Limits shall be equal to the initial contract construction amount and any amendments to the project which affect the project cost on a replacement cost basis.

F. Railroad Protective Liability Insurance

(Shall be included if work is planned within fifty feet in any direction of the center-line of WMATA's operating railroad tracks):

1. An insurance policy issued to WMATA as the named insured and covering the liability of all contracting parties for the work to be performed on, above, adjacent to, or underneath WMATA's operating railroad property for any personal injuries, or deaths, or any damage to the property, equipment and facilities caused by the activities of any contractor or subcontractor resulting from performances of this contract work. The

coverage under such an insurance policy shall have a limit of liability not less than:

Bodily Injury and Property Damage Liability

(A copy of the RRP policy shall be provided to WMATA):

\$5,000,000 per occurrence

\$10,000,000 aggregate.

**G. General Provisions:**

1. WMATA shall require its Contractor(s) to email to WMATA's Office of Risk Management , a certificate or certificates, issued by the insurer(s), of the insurance required under the foregoing provisions, including special endorsements. Such certificate(s) shall be in a form satisfactory to WMATA and shall list the various coverages and limits. Insurance companies providing the coverage must be acceptable to WMATA and the County, rated by A.M. Best, and carry at least an "A" Rating. In addition to any and all aforementioned provisions, these insurance policies shall not be changed or canceled, and they will be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the contract between WMATA and its Contractor(s), unless the WMATA Office of Risk Management is given thirty (30) days written Notice before any change or cancellation is made effective. WMATA shall require its Contractor(s) to directly furnish WMATA's Office of Risk Management with a certified copy of each insurance policy upon request.

2. The initial and subsequent certificates of insurance shall include a description of the contract work and the assigned contract number. Prior to beginning any Project Work satisfaction of the insurance requirements specified in this Agreement must be approved in writing by the WMATA Office of Risk Management.

3. All insurance shall be procured from insurance or indemnity companies acceptable to WMATA and licensed and authorized to conduct business in the Commonwealth of Virginia. WMATA's approval, or failure to disapprove, insurance furnished by the Contractor(s) shall not release the Contractor(s) from full responsibility

for liability for damage and accidents.

4. If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein, WMATA reserves the right to terminate the contract between WMATA and its Contractor(s); or obtain insurance coverage equal to that required herein the full cost of which shall be charged to the Contractor and deducted from any payments due the Contractor.

5. WMATA's Contractor(s) shall require each subcontractor, at all tiers, to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to WMATA, Office of Risk Management, prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under the contract between WMATA and its Contractor(s).

6. Any contract of insurance or indemnification naming Fairfax County elected and appointed officers, officials, employees, contractors, and agents as additional insureds shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that the County is not liable in tort by virtue of being a governmental instrumentality, public, or quasi-public body, or political subdivision of the Commonwealth of Virginia without the express, written permission of the County.

7. In the event the required certificates of insurance as specified herein are not furnished within ten (10) business days after the execution of any contract between WMATA and its Contractors, the Contractor(s) shall not be permitted to enter upon the property to perform the duties outlined in the contract until all required insurance certificates or evidence of self-insurance have been received.

8. WMATA shall provide the County with copies of all certificates of insurance evidencing the required coverage specified in **Section 7.03**.

## **ARTICLE 08.00 PROJECT TERMINATION**

As provided below in **Sections 8.01 and 8.02**, this Agreement may be terminated in whole or in part: i) by mutual agreement of the Parties; ii) by either Party for

convenience; and (iii) by either Party for non-appropriation of funds.

8.01 Termination by Mutual Agreement and Termination for Convenience.

A. This Agreement may be terminated by the mutual written agreement of the Parties.

B. Either Party may terminate this Agreement, in whole or in part, for convenience whenever the terminating Party determines that such termination for convenience is in its best interests. The Parties must agree on a revised Project Scope and Project Budget before a partial termination may be effective.

C. A mutual termination or termination for convenience shall be effected by the delivery of a written Notice of termination from the terminating Party to the non-terminating Party (or in the case of a mutual termination, by either Party), at least thirty (30) days before the effective date of termination, specifying the date upon which such termination becomes effective and, in the case of a partial termination of this Agreement, specifying that the applicable provisions of the remainder of this Agreement are in full force and effect.

D. After receipt (or delivery) of a Notice of termination, and except as otherwise directed, WMATA shall: (i) stop all Project Work, as specified in the Notice, including Project Work performed by all WMATA Contractors and their subcontractors, on the date specified in the Notice (which date shall be no sooner than 5 days after WMATA's receipt (or delivery) of such Notice, (ii) complete any and all work as may be necessary to perform that portion of the Project not subject to the Notice and/or return the station to a condition consistent with WMATA's architectural and safety standards, and (iii) place no further orders or subcontracts for materials, services or facilities, except as are necessary for the completion of such portion of the work not terminated or necessary for returning the station to a condition consistent with WMATA's architectural and safety standards. WMATA shall transfer all documentation and paperwork for terminated work to the County not later than sixty (60) business days after Notice of termination, terminate all vendors and Contractors and settle all outstanding liabilities and claims.

E. Subject to the provisions of **Section 5.03** of this Agreement, the

County shall pay WMATA all Project Costs incurred under this Agreement up to, and including, the effective date of termination in accordance with this Section, including any costs associated with returning the station to a condition consistent with WMATA's architectural and safety standards.

**8.02 Termination for Non-Appropriation.**

A. If after the commencement of construction, the County notifies WMATA that the Funds needed for the Project Costs or an increased Project Budget will not be appropriated by the County, then consistent with **Section 4.01.E**, WMATA and the County shall meet and confer to discuss all potential options and alternatives, including but not limited to, seeking alternative funding for completion of the Project, modification of the Project scope and/or modification of the Project Budget, and/or returning the station to its original condition. Any changes to the Project scope or Project Budget shall be subject to mutual consent by the Parties.

B. If the Parties are unable to agree upon a revised Project scope and Project Budget the Parties agree that, either Party shall have the right to terminate this Agreement. If either Party so elects, such Party shall give Notice of such termination to the other Party. WMATA shall stop all work, including work of all WMATA contractors and their subcontractors, (except that required to return the station to a condition consistent with WMATA's architectural and Safety standards) on the date specified in the Notice (which date shall be no sooner than 5 days after WMATA's receipt of the termination Notice), and place no further orders or subcontracts for materials, services or facilities (except those orders or subcontracts required to return the station to a condition consistent with WMATA's architectural and Safety standards). WMATA shall terminate all vendors and contractors and settle all outstanding liabilities and claims.

C. Not later than sixty (60) days after the date of the termination Notice, WMATA shall submit to the County all documents, information, and tangible products resulting from, or generated by work related to the Project in WMATA's possession or control. All such documents, information, and tangible products provided by WMATA is provided "as is" and "with all faults." WMATA does not warrant, guaranty, or assure the adequacy of any such documents, information, and tangible products provided by

WMATA.

D. Subject to the provisions of **Section 5.03** of this Agreement, the County shall pay WMATA all Project Costs incurred under this Agreement up to, and including, the effective date of cancellation and including any costs associated with returning the station to its original condition. In the event that WMATA or its contractors fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the County in a timely manner after Notice of the breach has been provided to such other party, WMATA and or its contractors shall pay any cost associated with returning the station to its original condition.

8.03 No Consequential or Punitive Damages. Notwithstanding anything to the contrary in this Agreement or applicable law, neither Party may recover consequential or punitive damages against the other Party under this Agreement.

#### **ARTICLE 09.00 NOTICES**

All notices, demands or requests which are required or permitted by this Agreement to be given or delivered to either Party ("Notice") shall be in writing and shall be: (1) personally delivered; (2) sent prepaid for next business day delivery by a nationally recognized overnight courier service; or (3) sent by certified mail, return receipt required. Notices or other communications shall be deemed to have been given on the earlier of actual receipt or on the first business day upon which delivery is attempted, even if delivery cannot be made due to refusal of, or failure by the addressee to accept, such attempted delivery. Except as otherwise provided in herein, any such Notice or other document shall be addressed as follows:

If to County:

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
Director of Transportation  
4050 Legato Road, Suite 400  
Fairfax, VA 22033-2895

If to WMATA:

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
Alan Watson, Director, Capital Improvement Programs

600 Fifth Street, N.W.  
Washington, D.C. 20001

With copies to:  
General Counsel  
Washington Metropolitan Area Transit Authority  
600 Fifth Street, N.W.  
Washington, D.C. 20001

## **ARTICLE 10.00 DISPUTE RESOLUTION**

### 10.01 Dispute Resolution by Written Agreement.

Any dispute arising under this Agreement may be resolved by written agreement between WMATA and the County.

### 10.02 Mediation.

If such a dispute cannot be resolved by the Parties within fourteen (14) days of receipt by the non-disputing party of a Notice of dispute from the disputing party, then the Parties may, but shall not be required to, request that such dispute be submitted to a mediator mutually agreed upon by the Parties for non-binding mediation. If the Parties agree to submit the dispute to non-binding mediation, then the mediator shall provide a written recommendation to resolve the dispute.

### 10.03 Good Faith.

The Parties agree to make a good faith effort to accept such a recommendation. Nothing herein is intended to limit the rights of either of the Parties to resolve disputes through any other means not described or provided for in this Agreement.

## **ARTICLE 11.00 REPRESENTATIONS AND WARRANTIES.**

11.01 Representations and Warranties of County. County hereby represents and warrants as follows:

A. Organization. County is a political subdivision of the Commonwealth of Virginia.

B. Authority. County has the power and authority to enter into this Agreement and has taken all actions necessary to cause this Agreement to be executed and delivered, and this Agreement has in fact been duly and validly executed and delivered by County.

C. Binding Obligation. This Agreement is a legal, valid, and binding obligation of County, and is enforceable against County in accordance with its terms, subject to the relevant non-appropriation provisions, bankruptcy or other equitable principles that may limit the rights of creditors.

D. No Breach. County's entering into this Agreement will not violate any applicable Laws or breach any contract to which County is a party or by which it is bound or the provision of County's organizational documents.

E. No Litigation. There are no actions, suits, arbitrations, government investigations, or pending proceedings to which County or any of its members, officers, or directors is a party, nor to the best of County's knowledge, are any of the foregoing threatened, which might adversely affect County's right or ability to enter into or perform under this Agreement.

11.02 Representation and Warranties of WMATA. WMATA hereby represents and warrants to County as follows:

A. Organization. WMATA is an interstate compact agency, organized and existing under the laws of the State of Maryland, the Commonwealth of Virginia and the District of Columbia, is in good standing under Federal and local laws, and has the power and authority to carry on business as contemplated by this Agreement.

B. Authority. WMATA has power and authority to enter into this Agreement and has taken all actions necessary to cause this Agreement to be executed and delivered, and this Agreement has in fact been duly and validly executed and delivered by WMATA.

C. Binding Obligation. This Agreement is a legal, valid, and binding obligation of WMATA, and is enforceable against WMATA in accordance with its terms, subject to bankruptcy or other equitable principles that may limit the rights of creditors.

D. No Breach. WMATA's entering into this Agreement will not violate any Laws or breach any contract to which WMATA is a party or by which it is bound or the provisions of any WMATA organizing document.

E. No Litigation. There are no actions, suits, arbitrations, governmental investigations or pending proceedings to which WMATA is a party, nor to the best of WMATA's knowledge, are any of the foregoing threatened, which might adversely affect WMATA's right or ability to enter or perform under this Agreement.

## **ARTICLE 12.00 MISCELLANEOUS**

### 11.01 No Waiver of County's Sovereign Immunity.

Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by the County, the Project Officer, or any County elected or appointed official, officer or employee, pursuant to this Agreement, nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the County, the Project Officer, or any of the County's elected and appointed officials, officers and employees.

### 11.02 No Waiver of WMATA's Sovereign Immunity.

Nothing in this Agreement shall be deemed or construed to constitute a waiver of WMATA's sovereign immunity

### 11.03 Governing Law, Proper Venue and Enforcement.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia except to the extent that the laws of Virginia conflict with the WMATA Compact, in which case WMATA shall be governed by the WMATA Compact. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties hereto only in the U.S. District Court for the Eastern District of Virginia, Alexandria Division, and each party irrevocably consents to the sole and exclusive jurisdiction of such federal court (and of the appropriate appellate court) in any such action or proceeding and waives any

objection to venue laid therein.

11.04 No Third-Party Beneficiaries.

The Parties hereto mutually agree that no provisions of this Agreement shall create in the public, or in any person or entity other than those signing this Agreement as parties hereto, rights as a third-party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise. Nothing in this Agreement creates any contractual relationship between WMATA and any contractor, subcontractor, materialmen, consultant or other service provider, and WMATA shall not be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee, or supplier of County.

11.05 Entire Agreement.

This Agreement contains and embodies the entire agreement between the Parties relating to the Project. No representations, inducements, or agreements, oral or otherwise, between the Parties not contained and embodied in said Agreement shall be of any force and effect, and the same may not be amended, modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing approved by the Board of Supervisors of Fairfax County and duly signed by properly authorized individuals of all Parties.

11.06 No Employee Benefit.

No employee of the County or of WMATA shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom which is not available to the general public.

11.07 Severability.

The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be finally declared invalid by the valid judgment or decree of a court of competent jurisdiction, then such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

11.08 No Personal Liability.

Nothing in this Agreement shall be construed to give rise to any personal liability on those persons acting in their official capacity for either WMATA or the County.

11.09 No Assignment.

Neither party may assign this Agreement without the prior written consent of the other party.

11.10 Other Laws.

No provision of this Agreement is intended to, or shall be construed as, authorizing WMATA or the County to act or fail to act in any manner which is inconsistent with or not authorized by any applicable federal, State or local law, ordinance or regulation.

11.11 Headings; Captions.

For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the headings and captions used in this Agreement are for convenience of reference only and shall not define, limit or describe any of the provisions herein or the scope or intent hereof.

11.12 Exhibits and Recitals.

Each Appendix and Recital to this Agreement identified herein is incorporated into this Agreement by reference and forms an essential part of this Agreement.

11.13 Number and Gender of Words.

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

11.14 Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of WMATA and County and their respective permitted successors and assigns.

11.15 No Partnership. This Agreement does not create any partnership, joint venture, agency, or other similar relationship among the parties.

11.16 Debarment and Suspension. No member of or delegate to Congress, or resident commissioner, shall be admitted to share a part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit.

11.17 Remedies Cumulative. The Parties rights and remedies under this Agreement and applicable law shall be cumulative, and no one exercise of any of such rights or remedies shall prohibit a further exercise of that or any other such right or remedy.

11.18 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

11.19 Amendments.

The Parties may amend the Agreement by written amendment executed by duly authorized representatives on behalf of the Parties.

(Signatures are on the following page)

**Project Agreement WMATA Fairfax County Va.  
McLean Metrorail Station Second Entrance**

IN WITNESS WHEREOF, the Washington Metropolitan Area Transit Authority and The Board of Supervisors of Fairfax County, Virginia certify that this Agreement is executed by their respective authorized signatories and shall be effective as of the date first above written.

**WMATA:**

WASHINGTON METROPOLITAN AREA  
TRANSIT AUTHORITY

By: \_\_\_\_\_ (seal)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COUNTY:**

FAIRFAX COUNTY, VIRGINIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Legal Form:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

Project Agreement WMATA Fairfax County Va. McLean Metrorail  
Station Second Entrance

APPENDIX A PROJECT BUDGET

APPENDIX B - PROJECT BUDGET & CASH FLOW

Project Title:	McLean Metrorail Station North Entrance
Recipient Entity:	Fairfax County
Recipient Contact:	
Name	Malcolm Watson
Email	<a href="mailto:Malcolm.Watson@fairfaxcounty.gov">Malcolm.Watson@fairfaxcounty.gov</a>
Phone	703-877-5631

TABLE B-1 PROJECT BUDGET

Project Type	Total Project Budget	Funding Sources		Source of Other Funds
		Approved NVTC Toll Revenue Funds	Other Funds (if applicable)	
Study	\$ -	\$ -	\$ -	
Preliminary Engineering (PE)	-	-	-	
Right-of-Way (ROW)	-	-	-	
Construction (CN)	1,000,000	1,000,000	-	
Capital Asset Acquisition	-	-	-	
Transit Operating Costs	-	-	-	
Other Operating Costs	-	-	-	
Other-Marketing	-	-	-	
<b>Total</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	

TABLE B-2 NVTC PROJECT FUNDS PROGRAMMED

Project Type	FY2021
Study	-
Preliminary Engineering (PE)	-
Right-of-Way (ROW)	-
Construction (CN)	1,000,000
Capital Asset Acquisition	-
Transit Operating Costs	-
Other Operating Costs	-
Other-Marketing	-
<b>Total</b>	<b>\$ 1,000,000</b>

TABLE B-3 QUARTERLY PROJECT CASH FLOW

Quarter	FY2021	FY2022	FY2023	FY2024	FY2025
1st, September 30th	\$ -	-	-	-	\$ -
2nd, December 31st	-	1,000,000	-	-	-
3rd, March 31st	-	-	-	-	-
4th, June 30th	-	-	-	-	-
<b>Total</b>	<b>\$ -</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**APPENDIX B      APPROVED PROJECT DESIGN PLANS**

## APPENDIX C EMPLOYMENT DISCRIMINATION

### I. Employment Discrimination by Contractor Prohibited

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by State law related 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.

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.

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.

The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

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

II. Drug-Free Workplace to be Maintained by Contractor

During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) 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; (3) 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 (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with the Fairfax County Resolution, 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.

## APPENDIX D FAIRFAX COUNTY PROJECT APPLICATION

**From:** NVTC <[notifications@cognitofrms.com](mailto:notifications@cognitofrms.com)>  
**Sent:** Friday, January 31, 2020 12:47 PM  
**To:** Watson, Malcolm <[Malcolm.Watson@fairfaxcounty.gov](mailto:Malcolm.Watson@fairfaxcounty.gov)>  
**Subject:** SUBMITTED Commuter Choice I-66 Project Application



**NVTC**

### I-66 Commuter Choice Project Application

Thank you for submitting your application. If you have any questions please contact Ben Owen at 571-551-2310 or [benowen@novatransit.org](mailto:benowen@novatransit.org)

#### Entry Details

[Edit the shared entry.](#)

[View the shared entry.](#)

PROJECT TITLE/NAME

McLean Station Secondary Entrance

**Project Agreement WMATA Fairfax County Va. McLean Metrorail  
Station Second Entrance**

## PART 1 GENERAL INFORMATION

**SUBMITTING JURISDICTION OR  
AGENCY**

Fairfax County Department of Transportation

**NAME: PRIMARY PROJECT CONTACT** Malcolm Watson

**EMAIL**

[Malcolm.Watson@fairfaxcounty.gov](mailto:Malcolm.Watson@fairfaxcounty.gov)

**JOB TITLE**

Transportation Planner III

**PHONE**

(703) 877-5631

**NAME: SECONDARY PROJECT  
CONTACT**

Martha Coello

**JOB TITLE**

Division Chief

**PHONE**

(703) 877-5682

**EMAIL**

[martha.coello@fairfaxcounty.gov](mailto:martha.coello@fairfaxcounty.gov)

## Funding Priorities

Funding Priority 1

**UNTITLED**

McLean Station Secondary Entrance

Funding Priority 2

**UNTITLED**

Reston South Multimodal Transportation  
Improvements

Funding Priority 3

**UNTITLED**

Route 599 Fare Buy Down

**Project Agreement WMATA Fairfax County Va. McLean Metrorail Station Second Entrance**

<b>FUNDING FISCAL YEAR</b>	Fiscal Year 2022
<b>PLEASE CHECK ALL THAT APPLY:</b>	Other jurisdictions and/or agencies that would be directly affected by the project are aware of and are in support of the project
<b>PLEASE ATTACH DOCUMENTATION THAT INDICATES COLLABORATION.</b>	Letter of Support 12-9-2019 re funding for northside of McLean metrorail station.pdf
<b>PARTNER AGENCY 1</b>	Washington Metropolitan Airports Authority – needed for design approval and construction
<b>Part 2</b>	
<b>A. TYPE OF PROJECT. SELECT ALL THAT APPLY.</b>	Access to transit Capital rail improvements
<b>B. LOCATION (I.E. AREA, INTERSECTION, CORRIDOR OR ROUTE)</b>	McLean Station on the Silver Line at Route 123 and Scotts Run Crossing (see attached map: McLean Second Entrance)
<b>UPLOAD OPTIONAL FILES</b>	Map McLean Station Second Entrance.pdf
<b>D. OPENING/IMPLEMENTATION DATE:</b>	12/31/2022
<b>E. TARGET DATE FOR STANDARD PROJECT AGREEMENT EXECUTION (TO MEET THE FUNDING OBLIGATION REQUIREMENT IN SECTION II.B.1(D) OF THE TRANSFORM 66 INSIDE THE BELTWAY PROJECT MEMORANDUM OF AGREEMENT:</b>	9/28/2021
<b>F. DETAILED DESCRIPTION (PROVIDE SPECIFIC AND DETAILED INFORMATION ABOUT THE BACKGROUND, SCOPE PURPOSE, AND EXPECTED OUTCOMES OF THE PROJECT; THE AMOUNT OF FUNDS REQUESTED; AND HOW THE FUNDS</b>	The McLean Metrorail Station was constructed as part of Phase 1 of the Silver Line and opened in 2014. Prior to its opening, the neighboring property, the Capital One Headquarters, was approved for land-use changes by the Fairfax County BOS. The 5 million GSF of office, hotel, retail, and residential

**Project Agreement WMATA Fairfax County Va. McLean Metrorail  
Station Second Entrance**

**WILL BE USED. THIS DESCRIPTION  
WILL BE USED BY THE EVALUATION  
TEAM DURING THE PROJECT  
SELECTION PROCESS.)**

for the Capital One development were in keeping with the urban vision for Tysons and the transformation into an area focused on mixed-use, transit-oriented development. In order to help fulfill this vision, a second entrance to the McLean Station was proposed to enhance the placemaking efforts of the new development and encourage transit ridership to the site for nearby residents.

The current pedestrian entrance is on the south side of the station and oriented towards the six-lane Route 123 roadway. The current entrance will require a longer walk for transit riders coming from the north for existing residents and as redevelopment occurs. A second entrance on the north side of the station would complement the existing pedestrian entrance and provide more convenient and visible access from areas north of the McLean Station. These areas include Scotts Crossing Road, which was recently extended over the Beltway to reach a previously disconnected area of Tysons, the anticipated redevelopment of the Capital One site, and the existing residential properties northwest of the McLean Metrorail Station.

In total, the area north of the station has 624 existing dwelling units and will add up to 1,915 dwelling units associated with approved redevelopment projects. Opportunities to provide further transit access is possible since the extension of Scotts Crossing Road connects the McLean Station area to parts of Tysons that were previously less accessible to transit and provides new pedestrian and bicycle infrastructure to reach the McLean Station. The increase in the number of residential dwelling units in the area presents an opportunity to capture commuters that would otherwise drive single-occupancy vehicles on the Dulles Connector Road and I-66 Inside the Beltway in efforts to get to work in Arlington and Downtown DC.

The Capital One redevelopment provided a financial proffer commitment towards the implementation of the second entrance. Fairfax County DOT and Capital One have been working

**Project Agreement WMATA Fairfax County Va. McLean Metrorail  
Station Second Entrance**

on the development of design and construction plans for the second entrance and meeting with the Washington Metropolitan Transit Authority (WMATA) during their design review process. The plans are currently at a stage where WMATA adjacent construction approval is expected within the year. Current estimates for the construction of the second entrance indicate an approximate cost of \$1 million. This amount is requested from Commuter Choice funds as the entrance offers significant benefits to residents accessing transit to reach employment areas in Arlington and Downtown DC.

**G. HOW DOES THIS PROJECT  
BENEFIT TOLLPAYERS? SELECT ALL  
THAT APPLY.**

This project will improve access to transit and encourage greater transit use, thus removing vehicles from I-66, resulting in lower tolls. This project will provide an alternative to traveling by single occupancy vehicle, reducing peak-period congestion on I-66, resulting in lower tolls.

**H. PLANNING STATUS (SELECT ALL  
DOCUMENTS/PLANS THAT  
REFERENCE THE PROJECT)**

Planning/Safety Study

UNTITLED

\$1,300,000.00

UNTITLED

\$1,000,000.00

UNTITLED

\$300,000.00

ANNUALIZED CC FUNDING REQUEST

\$500,000.00

WORKBOOK FILE UPLOAD

2019CCworkbook.xlsx

**2.3 Milestone Schedule: Capital Projects**

STATUS

Not Needed

STATUS

Underway

**Project Agreement WMATA Fairfax County Va. McLean Metrorail  
Station Second Entrance**

MM/DD/YYYY	5/1/2018
MM/DD/YYYY	2/29/2020
STATUS	Not Needed
STATUS	Not Started
MM/DD/YYYY	1/1/2021
MM/DD/YYYY	1/1/2022
STATUS	Not Needed
STATUS	Not Needed
STATUS	Not Needed
THE PROJECT BENEFITS TOLL-PAYING USERS OF THE FACILITY.	Eligibility Met
THE PROJECT HAS THE CAPACITY TO ATTAIN ONE OR MORE OF THE FOLLOWING IMPROVEMENT GOALS (SELECT ALL THAT APPLY).	Move more people Enhance transportation connectivity Reduce roadway congestion
THE PROJECT IS ONE OR MORE OF THE FOLLOWING MULTIMODAL TRANSPORTATION IMPROVEMENTS SERVING THE CORRIDOR (SELECT ALL THAT APPLY):	iii. Capital improvements for Washington Metropolitan Area Transit Authority rail and bus service, including capital and operating expenses, subject to the limitations in II.A.4(e) [of the MOA], and improved access to Metrorail stations and Metrobus stops
FOR A NON-DEBT FINANCED PROJECT, THE PROJECT DEMONSTRATES THE ABILITY TO OBLIGATE FUNDING TO THE COST OF THE PROJECT WITHIN TWO YEARS AND TO EXPEND THE TOLL	Eligibility Met

**Project Agreement WMATA Fairfax County Va. McLean Metrorail Station Second Entrance**

REVENUES WITHIN FIVE YEARS OF THE START OF THE FISCAL YEAR IN WHICH THE FUNDS ARE ALLOCATED BY THE CTB, EXCEPT TO THE EXTENT TO WHICH THE CTB APPROVES AN EXTENSION OF SUCH TIMEFRAMES UPON THE REQUEST OF NVTC.

THE PROJECT WILL BE IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS, AND WILL HAVE RECEIVED OR WILL RECEIVE ALL REQUIRED REGULATORY APPROVAL.

Eligibility Met

ON A TYPICAL DAY, DURING THE OPENING YEAR OF THE PROJECT, HOW MANY ADDITIONAL PEOPLE WILL THE PROJECT MOVE, INBOUND, DURING THE AM PEAK PERIOD:

274

FOR THE SAME SCENARIO ABOVE, I.E. ON A TYPICAL DAY, DURING THE OPENING YEAR OF THE PROJECT, HOW MANY VEHICLES WILL BE USED TO MOVE THE ADDITIONAL PEOPLE IDENTIFIED ABOVE:

1

PLEASE INDICATE THE INBOUND AM PEAK PERIOD TRAVEL TIME, IN MINUTES, FOR A COMPARABLE BASELINE TRIP WITHOUT OR PRIOR TO THE IMPLEMENTATION OF THE PROJECT. TRAVEL TIME SHOULD BE CONSIDERED FROM THE START OF THE TRIP TO THE ULTIMATE DESTINATION AND INCLUDE DELAYS ASSOCIATED WITH WAITING AT A TRANSIT STATION OR BUS STOP AND DELAYS ASSOCIATED WITH TRANSFERRING.

43

DESCRIBE THE BASELINE TRIP TO WHICH PROJECT TRAVEL TIME IS BEING COMPARED (I.E. A NON-TOLL PAYING SINGLE OCCUPANT VEHICLE TRIP BETWEEN X AND Y, WALK TO B METRORAIL STATION AND RIDE TO

The baseline trip to which this project compares includes an inbound trip originating in the McLean Station area by way of SOV would travel southeast on VA-123 to get on George Washington Memorial Parkway. Take the exit onto I-395 N toward

**Project Agreement WMATA Fairfax County Va. McLean Metrorail Station Second Entrance**

C): Washington, then take the 12th St exit toward L'Enfant Promenade, then drive from 12th St NW to F St NW to Metro Center.

PLEASE INDICATE THE INBOUND AM PEAK PERIOD TRAVEL TIME, IN MINUTES, FOR A COMPARABLE TRIP WITH OR FOLLOWING THE IMPLEMENTATION OF THE PROJECT. TRAVEL TIME SHOULD BE CONSIDERED FROM THE START OF THE TRIP TO THE ULTIMATE DESTINATION AND INCLUDE DELAYS ASSOCIATED WITH WAITING AT A TRANSIT STATION OR BUS STOP AND DELAYS ASSOCIATED WITH TRANSFERRING.

30

DESCRIBE THE TRIP WITH THE PROPOSED PROJECT IN PLACE.

An inbound trip from McLean Metro Station to Metro Center Metro Station would take approximately 30 minutes.

CHOOSE ONE:

Project provides new modal connections AND/OR further promotes transportation choice AND/OR completes a significant existing gap in the transportation network

PLEASE EXPLAIN YOUR ANSWER ABOVE.

This project provides additional connections to bike/ped infrastructure on the north (also adds bike racks) and shortens the walk or path for accessing the Metrorail station from the north.

FULLY DESCRIBE THE PROJECT LOCATION INCLUDING TERMINI, ROUTING, AND STATIONS/STOPS SERVED, WHERE APPLICABLE BASED ON PROJECT TYPE:

Provides last mile connectivity to the McLean Station for residents trying to reach workplaces along the Orange/Silver Line and the rest of the Metrorail system.

MWCOGCHOICES2

69) Downtown DC  
82) Courthouse  
79) Ballston  
83) Rosslyn  
105) McLean

**Project Agreement WMATA Fairfax County Va. McLean Metrorail Station Second Entrance**

<b>SELECT ONE OF THE FOLLOWING, AS APPLICABLE.</b>	Project addresses, improves, OR enhances "first/last mile" travel between home/employment locations and transit or carpool/vanpool facilities.
<b>DESCRIBE HOW THE PROJECT ADDRESSES "FIRST/LAST MILE" TRAVEL IF APPLICABLE OR ANY OTHER WAYS IN WHICH THE PROJECT ADDRESSES ACCESSIBILITY:</b>	This project addresses last mile connectivity to the McLean Station for residents trying to reach workplaces along the Orange/Silver Line and the rest of the Metrorail system.
<b>SELECT ALL THAT APPLY:</b>	Project provides or enhances transit service and attracts trips that are diverted from I-66 due to tolling or HOV restrictions.
<b>DESCRIBE HOW THE PROJECT MITIGATES THE IMPACTS OF DIVERSION TRAFFIC RESULTING FROM TOLLING AND/OR HIGH OCCUPANCY VEHICLE RESTRICTIONS IN THE CORRIDOR:</b>	The second entrance enhances access to the McLean Metrorail Station to attract more riders especially from the north side of the metrorail station that would otherwise choose to drive on US 50 or other local routes parallel to I-66 to commute to DC to avoid expensive tolling and/or HOV restrictions on I-66 Inside the Beltway.
<b>CERT1</b>	I certify that I have reviewed the project eligibility guidelines as established by the Transform 66 Inside the Beltway Project Memorandum of Agreement and that the information submitted in this application is true and correct. If awarded funding through the I-66 Commuter Choice Program, I agree that the execution and delivery of the project will adhere to the requirements and guidelines specified in the Transform 66 Inside the Beltway Project Memorandum of Agreement. *
<b>CERT2</b>	I understand the project details provided herein may be used to establish performance metrics as part of an annual monitoring process. Further, I understand that the application material may, in part or in whole, become part of the public record and/or used in the development or preparation of public outreach materials. *
<b>CERT3</b>	I understand that the I-66 Commuter Choice

**Project Agreement WMATA Fairfax County Va. McLean Metrorail  
Station Second Entrance**

Program is required to be identified as a funding source in any public notices, presentations, or other outreach material prepared for funded projects. \*

**CERT4**

The project application has received the endorsement of my jurisdiction or agency's executive body. The endorsement has been attached to this application via upload. \*

**NAME**

Tom Biesiadny

**SIGNATURE**

Captured

**TITLE**

Director, Fairfax County Department of Transportation

**DATE**

1/31/2020



31           **WHEREAS**, in order to permit consistency and efficiency in NVTC's administration of  
32 the use of toll funds in the Corridor and concessionaire funds in the I-395 corridor, the Parties  
33 desire to restate the aforesaid improvement goals as follows: (1) maximize person throughput in  
34 the Corridor; and (2) implement multimodal improvements to: (i) improve mobility along the  
35 Corridor, (ii) support new, diverse travel choices, and (iii) enhance transportation safety and travel  
36 reliability (collectively, the "Improvement Goals") each of which will benefit the users of the  
37 Facility; and

38           **WHEREAS**, the Project will facilitate implementation of recommendations from VDOT's  
39 June 2012 Final Report of the I-66 Multimodal Study Inside the Beltway, and the further  
40 refinements found in the August 2013 Supplemental Report, as well as recommendations from  
41 DRPT's 2009 Transportation Demand Management/Transit Report (collectively, the  
42 "Commonwealth Reports"), and projects in the region's constrained long range plan, as such plan  
43 may be updated from time to time, including but not limited to multimodal transportation  
44 improvements to the roadways and associated transportation and transit facilities in the vicinity of  
45 the Facility and the Corridor ("Components") (as described in the aforesaid VDOT and DRPT  
46 reports and depicted in the diagram attached hereto and incorporated herein as Exhibit 1); and

47           **WHEREAS**, the Transform66: Inside the Beltway Project is intended to achieve the  
48 Improvement Goals by (1) converting the existing Facility to a tolled facility with dynamic tolling  
49 during the peak periods; (2) allowing mass transit and commuter buses to ride free at all times; (3)  
50 permitting HOV-2 vehicles to ride free at all times until the later of 2020 or until any increase to  
51 HOV-3 occupancy requirements for HOV lanes of I-66 outside the Beltway; (4) thereafter  
52 permitting HOV-3 vehicles to ride free at all times; (5) improving transit services; and (6)  
53 improving the Facility, including widening of I-66 eastbound from two lanes to three lanes  
54 between Exit 67 at the Dulles Connector Road ("Exit 67") and Exit 71, the Fairfax Drive/Glebe  
55 Road exit ("Exit 71"), all subject to the conditions provided herein; and

56           **WHEREAS**, the multimodal transportation Components in the Transform66: Inside the  
57 Beltway Project must meet the criteria enunciated in this MOA; and

58           **WHEREAS**, VDOT, on behalf of the CTB, will control and manage tolling on the Facility,  
59 with the toll revenues being utilized and distributed according to this MOA, to support the tolling  
60 operations and tolling maintenance of the Facility, and to fund Components selected by NVTC

61 and approved by the CTB for the Project, designed specifically to attain the Improvement Goals;  
62 and

63 **WHEREAS**, the CTB intends to finance the widening of the Facility eastbound between  
64 Exits 67 and 71 from funds of the Commonwealth other than toll revenues of the Facility; and

65 **WHEREAS**, the CTB desires to delegate to NVTC the authority to select and administer  
66 the implementation of Components designed specifically to attain the Improvement Goals to be  
67 financed in whole or in part from the portion of the toll revenues of the Facility transferred to  
68 NVTC as provided in this MOA; and

69 **WHEREAS**, such delegation to NVTC shall not constitute approval by NVTC of the  
70 Commonwealth's actions to impose tolling along the Facility; and

71 **WHEREAS**, the Parties desire that, in addition to funding Components selected by NVTC  
72 and approved by the CTB, toll revenues may be used to fund one or both of the following two  
73 Components, including through issuance of debt, direct funding, a public private partnership, or  
74 other means: (1) a new bridge structure that crosses the Potomac River between Arlington County  
75 and the District of Columbia in the vicinity of the 14<sup>th</sup> Street Bridge complex and the Metro  
76 Fenwick Bridge to expand the capacity for commuter and intercity rail passenger service as defined  
77 by 49 U.S.C. §§ 24102(3) and (4) on July 1, 2019, and which may include, in addition to the river  
78 crossing, reasonably related new track approaches to the new bridge, as well as property  
79 acquisition and upgrades to the existing tracks on the Virginia and the District of Columbia sides  
80 of the new bridge (the "Potomac River Passenger Rail Bridge Component"); and (2) new Metrorail  
81 related improvements to, and serving, the Rosslyn Metrorail station in Arlington County that  
82 would facilitate the movement of passengers and relieve train congestion on the Blue, Orange, and  
83 Silver Metrorail lines, and which may include, but not be limited to, a new platform and station,  
84 pedestrian connections to the existing Rosslyn Metrorail station, and a future new extension of  
85 Metrorail under the Potomac River (the "Rosslyn Metrorail Station Component") (collectively, the  
86 "Passenger Rail and Metrorail Components" or "Rail Components"); and

87 **WHEREAS**, the Rail Components will achieve the Improvement Goals, and will benefit  
88 the users of the Facility, and satisfy the criteria hereafter set forth; and

89 **WHEREAS**, the Parties initially memorialized their agreement regarding the allocation  
90 and expenditure of certain toll revenue arising from travel on the Facility, the criteria for use of  
91 toll revenue to implement Components and the relationship between the Parties in a Memorandum

92 of Agreement dated January 5, 2016, and thereafter entered into an Amended and Restated  
93 Memorandum of Agreement dated January 5, 2017 ("the 2017 Amended and Restated MOA"), to  
94 reflect the time frame in which the eastbound widening of the Facility will occur and the funding  
95 to be used therefor, as well as other amendments related to use of toll revenue, duration of tolling  
96 and debt financing by NVTC to fund Components, and now wish to further amend and restate that  
97 agreement to include provisions for the potential use of toll revenues to fund one or both of the  
98 Rail Components.

99 **NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants  
100 and agreements contained herein, and the mutual benefit to the Parties of attaining the  
101 Improvement Goals, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

## 102 **I. Nature of the Parties' Interest Under This MOA**

103 This MOA provides for the transfer to and use by NVTC of specified funds collected from  
104 the CTB's tolling of the Facility, as allowed by law and according to the terms of this MOA, for  
105 the selection and administration of Components to attain the Improvement Goals. This MOA is  
106 specifically subject to, and is governed by applicable state and federal laws concerning the  
107 allowable use of tolls, including but not limited to § 33.2-309 of the *Code of Virginia* (1950), as  
108 amended ("Virginia Code"), 23 U.S.C. §§ 129 and 166 and the terms of any agreement by and  
109 between the Federal Highway Administration ("FHWA") and VDOT that may be required in order  
110 to toll the Facility.

111 This MOA does not grant NVTC any authority over I-66, the tolling of I-66, or any other  
112 roadways in the I-66 corridor. It also does not address toll revenues that may be derived from the  
113 tolling of I-66 outside the Beltway. It also does not obligate VDOT or the CTB to provide any  
114 specified amount of revenues beyond the toll revenues generated from the Facility and allocated  
115 by the CTB in compliance with Virginia Code § 33.2-309 as provided in this MOA, all subject to  
116 appropriation by the General Assembly.

## 117 **II. Basic Agreement; Roles and Responsibilities**

118 A. VDOT, DRPT, and the CTB shall have the following roles and responsibilities:

119 **1. Design and Construction of Dynamic Tolling Operation on I-66 Inside the**  
120 **Beltway.** VDOT shall be responsible for the design and construction of all  
121 improvements and facilities to convert the existing Facility to a dynamic tolled  
122 operation (the "Conversion"). Funding to accomplish this Conversion will be

123 advanced from the Toll Facilities Revolving Account pursuant to Virginia Code §  
124 33.2-1529 and repaid out of toll revenues collected from the Facility.

125 **2. Toll Collection and Establishment.** Subject to the necessary approvals of the  
126 CTB and FHWA, and in accordance with law, VDOT and the CTB, as applicable,  
127 shall establish, charge, modify and collect tolls throughout the term of this MOA  
128 for vehicles using the Facility during peak hours, which shall include dynamic  
129 pricing to ensure travel speeds in accordance with 23 U.S.C. § 166. The CTB  
130 reserves the right to make any changes to the tolling of the Facility that increase the  
131 hours or directions of tolling and any toll revenue generated from any change shall  
132 be governed by this MOA.

133 **3. HOV Requirements.** In accordance with the long range plan adopted by the  
134 National Capital Region Transportation Planning Board, VDOT and the CTB shall  
135 take the required actions necessary to change the Project HOV-2 designation to  
136 HOV-3 by the later of January 2, 2020, or upon any increase to HOV-3 occupancy  
137 requirements for HOV lanes of I-66 outside the Beltway

138 **4. Use of Toll Revenues.** VDOT shall include in the annual budget presented to  
139 the CTB for approval in June of each year, an estimate of the toll revenues  
140 anticipated to be collected in the upcoming year and the proposed allocation of all  
141 such toll revenues, including to pay the NVTC Payment (as defined below) and any  
142 NVTC or Rail Component Debt Service (as defined below) in the upcoming year.  
143 Allocation of these toll revenues shall be provided in the following order with the  
144 intent that, after the allocations provided for in (a), (b), (c), (d), (e), (f), and (g), all  
145 remaining toll revenues, including those carried forward in accordance with  
146 II.A.4(c), shall be made available for additional Components selected by NVTC in  
147 accordance with (c):

148 (a) reasonable costs and expenses of tolling operation and tolling  
149 maintenance, including reasonable reserves for major maintenance of  
150 tolling operations of the Facility;

151 (b) Debt Service on Rail Component Debt (as defined below) for one or  
152 both of the Rail Components not to exceed the NVTC Payment (as defined  
153 below);

154 (c) the NVTC Payment (as defined below) for Components selected by  
155 NVTC and approved by the CTB under the terms of this MOA, and any  
156 implementation costs related to Components, as well as operating costs  
157 related to Components;

158 (d) Pay go for Rail Components between the estimated start of the Long  
159 Bridge construction in 2022 and 2034;

160 (e) repayments to the Toll Facilities Revolving Account (i) for any  
161 allocation advanced from the Toll Facilities Revolving Account for the  
162 Conversion and (ii) the initial allocation to NVTC of \$10 million for the  
163 Project described in II.C., with a repayment schedule for the Conversion  
164 allocation and the initial allocation to NVTC (x) of not less than 25 years  
165 from the first date of disbursement, (y) reflecting a 0% interest rate, and (z)  
166 annually committing not more than six percent of anticipated toll revenues  
167 to such repayment; provided, however, if toll revenues remaining after the  
168 allocation described above in II.A.4(a), (b), (c) and (d) is below two times  
169 the amount budgeted for allocation described below in II.A.4(f), then the  
170 repayment to the Toll Facilities Revolving Account shall not exceed an  
171 amount that would result in the toll revenues remaining after the allocations  
172 described in II.A.4(a), (b), (c), and (d) of less than one and a half times the  
173 amount budgeted for allocation in II.A.4(f);

174 (f) Debt Service on NVTC Debt (as defined below) incurred to finance  
175 Components selected by NVTC and approved by the CTB under the terms  
176 of this MOA: provided that the annual amount of the Debt Service payments  
177 does not exceed 60 percent of toll revenues remaining after the allocations  
178 described above in II.A.4(a), (b), (c), and (d); provided further that no  
179 NVTC Debt may be incurred unless the toll revenues remaining after the  
180 allocation described above in II.A.4(a), (b), (c), and (d) in the fiscal year  
181 prior to the fiscal year the NVTC Debt will be incurred must be at least two  
182 times the maximum annual scheduled Debt Service on all outstanding  
183 NVTC Debt and the proposed NVTC Debt in the then-current or any future  
184 fiscal year;

185 (g) repayment to the Toll Facilities Revolving Account not paid in any prior  
186 and current year in accordance with II.A.4(e) as a result of not meeting the  
187 coverage requirements specified in II.A.4(f);

188 (h) any remaining revenues for Components selected by NVTC and  
189 approved by the CTB under the terms of this MOA, and any implementation  
190 costs related to Components, as well as operating costs related to  
191 Components. To the extent Components have not yet been selected by  
192 NVTC and approved by the CTB for funding with any remaining revenues,  
193 the remaining revenues shall be carried forward to the next fiscal year and  
194 made available to NVTC for Components approved in accordance with the  
195 provisions of this MOA.

196 "NVTC Debt" means (i) any bonds, promissory notes, loan, financing or  
197 credit agreements under which NVTC is obligated to repay money borrowed to  
198 finance a Component, (ii) all installment sales, conditional sales and capital lease  
199 obligations incurred or assumed by NVTC to finance a Component. The term  
200 "incurred" as used in the MOA with respect to NVTC Debt shall also mean issued  
201 or assumed. "Debt Service on NVTC Debt" means for a fiscal year or other  
202 measurement period the aggregate of the payments to be made in respect of the  
203 principal of and interest on NVTC Debt and the associated financing or trustee's  
204 fees or charges and required deposits to any reserve funds.

205 "Rail Component Debt" means (i) any bonds, promissory notes, loan,  
206 financing or credit agreements under which the issuer is obligated to repay money  
207 borrowed to finance a Rail Component, (ii) all installment sales, conditional sales  
208 and capital lease obligations incurred or assumed by the issuer to finance a Rail  
209 Component. The term "incurred" as used in the MOA with respect to Rail  
210 Component Debt shall also mean issued or assumed.

211 "Debt Service on Rail Component Debt" means for a fiscal year or other  
212 measurement period the aggregate of the payments to be made in respect of the  
213 principal of and interest on Rail Component Debt and the associated financing or  
214 trustee's fees or charges and required deposits to any reserve funds.

215 "NVTC Payment" means an annual payment calculated as follows: \$10  
216 million increased by 2.5% each year starting in fiscal year 2021 as set forth in the  
217 attached Exhibit 2.

218 **5. Limit on Operating Costs.** NVTC may not expend more than 50% of the  
219 allocation described above in II.A.4(c) during the preceding nine fiscal-year period  
220 for operating costs. In addition, with respect to operating costs, NVTC may only  
221 use the toll revenues:

222 (a) to pay operating costs for toll revenue funded Components that are transit  
223 operations and are regional in nature because: (i) the service crosses  
224 jurisdictional boundaries and/or (ii) the service provides a direct connection  
225 to Metrorail or VRE stations; and

226 (b) to pay operating costs for all other individual toll revenue-funded  
227 Components only in the following maximum amounts: (i) up to 100% of  
228 operating costs for the first five years, (ii) up to 75% of operating costs for  
229 year six, (iii) up to 50% of operating costs for year seven, (iv) up to 25% of  
230 operating costs for year eight, and (v) 0% of operating costs after year eight.

231 **6. Approval of Components of the Project.** Provided NVTC complies with the  
232 criteria established herein for selection of Components, and subject to II.A.4.  
233 above, the CTB shall consider, approve, and allocate toll revenue funding for such  
234 Components. Each year, NVTC shall submit to DRPT a list of proposed  
235 Components for funding ("Funded Components") for presentation by DRPT and  
236 NVTC at a regularly-scheduled CTB workshop. Such proposed Funded  
237 Components shall be selected by NVTC in accordance with a process established  
238 by NVTC consistent with the terms of this MOA. In addition, NVTC must provide  
239 to DRPT for DRPT's review and input any draft written materials, presentations, or  
240 recommendations that NVTC intends to provide to the CTB for any workshop  
241 relating to proposed Funded Components at least fifteen working days before  
242 NVTC finalize any such written materials, presentations, or recommendations.  
243 Each proposed Funded Component presented to the CTB for approval shall be  
244 identified separately with supporting documentation, including a description of the  
245 benefits that were the basis for evaluation and selection of each such proposed

246 Funded Component. If the proposed Funded Components are selected in  
247 accordance with NVTC's selection process and the proposed Components whether  
248 funded with the NVTC Payment of the Concessionaire Payment (as defined below)  
249 meet the Project Criteria (defined below), then the CTB will consider and approve  
250 the proposed Funded Components by an affirmative vote and, subject to  
251 appropriation by the General Assembly, allocate NVTC Payment and NVTC  
252 Concessionaire funds for such Funded Components.

253 VDOT and DRPT may provide technical assistance to NVTC in its preparation of  
254 recommendations to the CTB for funding of Components, as well as in the  
255 implementation of Components approved by the CTB for funding. DRPT will  
256 provide the CTB with an analysis of whether Components proposed by NVTC meet  
257 the requirements of this MOA and DRPT will provide a copy of the analysis to  
258 NVTC for review and input at least fifteen working days prior to it being sent to  
259 the CTB.

260 **7. Suspension of Tolling.** VDOT shall, in its sole discretion, and in accordance  
261 with Virginia Code § 33.2-613(B) as amended, have the right to order immediate  
262 suspension of Facility tolling in the event I-66 is required for use as an emergency  
263 mass evacuation route. VDOT shall lift any such emergency toll suspension as  
264 soon as the need for emergency mass evacuation ceases. Neither the  
265 Commonwealth of Virginia, the CTB, nor VDOT shall have any liability to NVTC  
266 for any loss of toll revenues or any increase in costs and expenses attributable to  
267 any such toll suspension to facilitate emergency mass evacuation.

268 If I-66 is designated for immediate use as any alternate route for diversion of traffic  
269 from another highway or is temporarily closed to all lanes in one or both directions  
270 due to a significant incident or emergency, VDOT shall have the right to order the  
271 immediate suspension of tolling in the direction(s) of any diversion. Neither the  
272 Commonwealth of Virginia, the CTB, nor VDOT shall have any liability to NVTC  
273 for the loss of any toll revenues or any increase in costs and expenses attributable  
274 to the hours the toll suspension is in effect.

275 8. **Duration of Tolling:** Nothing in this MOA shall obligate or be construed as  
276 obligating VDOT to continue or cease tolls after the end of this MOA's term except  
277 as provided in III and IV.

278 **9. Operation and Maintenance of I-66.** Except as set forth in II.A.4(a), VDOT  
279 shall throughout the term of this MOA, maintain and operate, or cause others to  
280 maintain and operate the Facility from Highway Maintenance and Operating Fund  
281 revenues.

282 **10. Annual Budget Process.** In preparation for the CTB's annual budget process,  
283 VDOT shall estimate toll revenues and anticipated allocation of the estimated toll  
284 revenues for the upcoming six-year period presented in the Six Year Financial Plan  
285 and Six Year Improvement Program and provide said estimates to NVTC not later  
286 than January 30<sup>th</sup> of each year.

287 The CTB agrees to do the following:

288 (a) Each year and in accordance with the schedule of the Department of  
289 Planning and Budget of the Commonwealth, the CTB or the CTB's designee  
290 shall request that the Governor include in the budget to be delivered to the  
291 General Assembly during their next session a provision that there be  
292 appropriated from the revenues expected from the Facility amounts  
293 sufficient to pay the budgeted amount of funds expected to be provided to  
294 NVTC during the next succeeding fiscal year or biennial period, as  
295 applicable.

296 (b) The CTB shall use its best efforts to have (i) the Governor include, in  
297 each biennial or any supplemental budget that is presented to the General  
298 Assembly, the amounts described in (a) above and (ii) the General  
299 Assembly deposit, appropriate and reappropriate, as applicable, such  
300 amounts.

301 (c) The CTB shall take all actions necessary to have payments which are  
302 made pursuant to (b) above charged against the proper appropriation made  
303 by the General Assembly.

304 (d) The CTB shall notify the NVTC promptly upon becoming aware of any  
305 failure by the General Assembly to appropriate for the next succeeding

306 fiscal year or biennial period, as applicable, amounts sufficient to pay the  
307 budgeted amounts due NVTC.

308 **11. Quarterly Payments.** VDOT shall provide quarterly payments of actual toll  
309 revenues to NVTC of those toll revenues allocated pursuant to II.A.4(c) of this  
310 MOA by the 15<sup>th</sup> day of each quarter. The quarterly payment shall be equal to the  
311 lesser of 25 percent of the amount appropriated and allocated under II.A.4(c), or  
312 the toll revenues available to make such payment. To the extent VDOT is unable  
313 in any quarter to provide the full 25 percent of the amount appropriated and  
314 allocated, the VDOT shall make up the deficiency in subsequent quarters and fiscal  
315 years to the extent toll revenues are available to do so after the allocations are made  
316 pursuant to II.A.4(a), (b), (c), (d), (e), (f), and (g). Neither VDOT nor DRPT shall  
317 deduct from such quarterly payments any administrative fee or other charges. At  
318 NVTC's request, VDOT may elect to provide monthly payments of the actual toll  
319 revenues to NVTC. If VDOT so elects, the payments shall be made on a monthly  
320 basis with the necessary changes to the foregoing in points of detail.

321 **1. Reports.** VDOT shall provide quarterly reports documenting the actual  
322 revenues and distributions of said toll revenues to NVTC.

323 B. NVTC shall have the following roles and responsibilities:

324 **1. Coordination and Development of Transportation Plan; Use of Toll**  
325 **Revenues; Compliance with Laws Limiting Use.** As part of the Six Year  
326 Improvement Program presented to the CTB for approval in June of each year,  
327 NVTC shall submit to the CTB, a list of Components proposed to be funded in  
328 whole or in part with toll revenues from the Facility. Such Components shall be  
329 selected by NVTC in accordance with a process established by NVTC pursuant to  
330 this MOA. Such Components shall be separately identified with supporting  
331 documentation as set forth in Exhibit 3. The CTB shall consider and approve the  
332 Components selected by NVTC, and allocate toll revenues for them, pursuant to  
333 II.A.4, provided the Components meet the criteria below and are selected in  
334 accordance with NVTC's selection process described in II.B.2. Each proposed  
335 Component must meet each of the following five criteria:

336 (a) Must benefit the toll-paying users of the Facility;

337 (b) Must have the capacity to attain one or more of the Improvement Goals;

338 (c) Must be one of the following multimodal transportation improvements  
339 serving the Corridor:

340 i. New or enhanced local and commuter bus service, including  
341 capital and operating expenses (e.g., fuel, tires, maintenance, labor  
342 and insurance), subject to the limitations in II.A.5, and transit  
343 priority improvements;

344 ii. Expansion or enhancement of transportation demand  
345 management strategies, including without limitation vanpool, and  
346 formal and informal carpooling programs and assistance;

347 iii. Capital improvements for Washington Metropolitan Area  
348 Transit Authority rail and bus service, including capital and  
349 operating expenses, subject to the limitations in II.A.5, and  
350 improved access to Metrorail stations and Metrobus stops;

351 iv. New or enhanced park and ride lot(s) and access or improved  
352 access thereto;

353 v. New or enhanced VRE improvements or services, including  
354 capital and operating expenses, subject to the limitations in II.A.5.

355 vi. Roadway improvements to address impacts from the dynamic  
356 tolling of the Facility on roadways in the Corridor (including but not  
357 limited to Routes 7, 29, 50, and 309, and Washington Boulevard,  
358 Wilson Boulevard, and Westmoreland Street);

359 vii. Transportation Systems Management and Operations as defined  
360 in 23 U.S.C. § 101(a)(30) on December 1, 2015; and

361 viii. Projects identified in the Commonwealth Reports or projects in  
362 the region's constrained long-range plan or regional transportation  
363 plans approved by the Northern Virginia Transportation Authority,  
364 as any such plan may be updated from time to time.

365 (d) For non-debt financed Components, must demonstrate the ability to  
366 obligate the toll revenues to the cost of the Component within two fiscal  
367 year and to expend the toll revenues within five fiscal years of the fiscal  
368 year in which the funds are allocated by the CTB except to the extent to  
369 which the CTB approves an extension of such timeframes upon the request  
370 of NVTC; and

371 (e) Must demonstrate that the Components will be in compliance with all  
372 applicable laws, rules and regulations and have received or will receive all  
373 required regulatory approvals.

374 Under no circumstances shall the aforesaid criteria be modified except by written  
375 amendment to this MOA agreed to in writing by the Parties.

376 NVTC shall have no right to use the toll revenues to pay any debt, obligation  
377 or liability unrelated to the Project, or for any purposes other than those specified  
378 in this MOA.

379 NVTC understands and agrees that in the selection and implementation of  
380 Components using the toll revenues, it is bound by the provisions of Virginia Code  
381 § 33.2-309 as well as all other state and federal laws and regulations that limit the  
382 use of toll revenues, and toll revenues from interstate highways specifically.  
383 Accordingly, NVTC agrees to provide VDOT access to all records relating to  
384 Components and the use of the toll revenues. Further, NVTC will provide all such  
385 records for inspection and audit by VDOT, DRPT, and federal agencies, including  
386 but not limited to the United States Department of Transportation, the Federal  
387 Highway Administration, and the Federal Transit Administration, or their  
388 designees, upon reasonable notice at all times during the term of this MOA.

389 NVTC agrees to promptly furnish to VDOT and DRPT copies of all reports  
390 and notices it delivers to bondholders or other credit providers or any trustee  
391 relating to the use of the toll revenues.

392 **2. Project Component Selection Process:** Any Component to be proposed for  
393 CTB approval shall be selected by NVTC through a process established by NVTC.  
394 Such process shall include the following three elements:

- 395 (a) A request to submit proposed Components issued by NVTC to all  
396 jurisdictions and other public transportation providers in Planning District  
397 8;
- 398 (b) The evaluation, prioritization, and selection of proposed Components by  
399 NVTC, the development of a funding strategy for each proposed  
400 Component, and the submission of selected Components by NVTC to the  
401 CTB; and
- 402 (c) A public hearing held by NVTC prior to NVTC's selection of  
403 Components for submission to the CTB.

404 The CTB shall consider and approve the Components selected by NVTC  
405 and, subject to appropriation by the General Assembly, shall allocate toll  
406 revenues for such Components, pursuant to II.A.4, provided the  
407 Components meet the criteria in II.B.1. As part of the list of Components  
408 submitted to the CTB for consideration and approval and allocation of toll  
409 revenues, NVTC may submit for CTB consideration and approval  
410 additional Components that exceed the annual estimated toll revenues for  
411 that year. Provided those Components meet the criteria in II.B.1, the CTB  
412 shall consider and approve such additional Components and, pursuant to  
413 II.A.4 and subject to any other approvals that may be necessary, approve  
414 the allocation of toll revenues for such Components up to the amount of  
415 actual toll revenues for that year that are sufficient to fund one or more of  
416 those additional Components.

417 **3. Financing of Components of the Project.** NVTC may use toll revenues  
418 appropriated by the General Assembly and allocated by the CTB to NVTC to  
419 support the financing of approved Components, however, the amount of annual  
420 Debt Service to be paid from toll revenues shall be limited as set forth in II.A.4(f).

421 NVTC is solely responsible for obtaining and repaying all NVTC Debt at  
422 its own cost and risk, and without recourse to the Commonwealth of Virginia, the  
423 CTB, VDOT, and/or DRPT, for any Component for which toll revenues have been  
424 provided to NVTC under this MOA.

425 The Commonwealth of Virginia, the CTB, VDOT, and DRPT have no  
426 liability whatsoever for payment of any Debt Service on any NVTC Debt incurred  
427 by NVTC in connection with this MOA, or any other sum secured by or accruing  
428 under any financing document entered into by NVTC as a result of this MOA. No  
429 document evidencing or associated with any NVTC Debt for the financing of any  
430 Component shall contain any provisions whereby a trustee would be entitled to seek  
431 any damages or other amounts from the Commonwealth of Virginia, CTB, or  
432 VDOT due to any breach of this MOA.

433 Each bond, promissory note or other document evidencing NVTC Debt  
434 must include a conspicuous recital on its face stating: (a) payment of the principal  
435 and interest does not constitute a claim against VDOT's interest in I-66 or any part  
436 thereof; (b) payment is not an obligation of the Commonwealth of Virginia, VDOT,  
437 DRPT, the CTB, or any other agency, instrumentality or political subdivision of the  
438 Commonwealth of Virginia moral or otherwise; and (c) neither the full faith and  
439 credit nor the taxing power of the Commonwealth of Virginia, VDOT, DRPT, the  
440 CTB, or any other agency, instrumentality, or political subdivision of the  
441 Commonwealth of Virginia and/or its member jurisdictions, is pledged to the  
442 payment of the principal and interest on such NVTC Debt.

443 NVTC shall not enter into agreements with holders of any NVTC Debt  
444 incurred by NVTC or its member jurisdictions that contain a pledge or claim on the  
445 toll revenues or NVTC's interest in the toll revenue under this MOA except such  
446 debt issued for Components. If, despite such efforts, toll revenues are applied to  
447 satisfy any debt of NVTC that is not properly payable out of toll revenues in  
448 accordance with this MOA and state and federal law, NVTC shall reimburse in full  
449 any such toll revenues or accounts from any other available revenues other than the  
450 toll revenues.

451 **4. Monitoring:** NVTC shall provide an annual report to the CTB within 120 days  
452 of the end of NVTC's fiscal year. The report shall contain at a minimum the  
453 following items:

- 454 (a) A description of the Components selected for funding in the past fiscal  
455 year and the benefits that were the basis for evaluation and selection of each  
456 such Component;
- 457 (b) Starting in 2020, a review of the Components funded in past fiscal years  
458 describing the degree to which the expected benefits were realized or are  
459 being realized; and,
- 460 (c) In the event that a funded Component is not providing substantially  
461 similar benefits to those that were the basis for evaluation and selection of  
462 the Component, the report shall evaluate the viability of a plan to either, (i)  
463 modify such Component; or (ii) redeploy assets in such Component to other  
464 eligible Components that are expected to provide greater benefits.
- 465 (d) The proposed uses of: (i) residual, unobligated balances of toll revenue  
466 funds carried over from prior years, and (ii) interest earned on such toll  
467 revenue funds.

468 **5. Accounting.** NVTC shall receive and manage, as a fiduciary, the toll revenue  
469 appropriated by the General Assembly, allocated by the CTB, and distributed to it  
470 by VDOT. NVTC shall maintain all funds and accounts containing said toll  
471 revenues from this MOA separate and apart from all other funds and accounts of  
472 NVTC. The revenues and expenses relating to the use of the toll revenues, and the  
473 Components undertaken with the toll revenues from this MOA, shall not be  
474 commingled with any other funds, accounts, venues, or expenses of NVTC. NVTC  
475 shall create and maintain for the term of this MOA segregated accounting and  
476 financial reporting for the Components financed by toll revenues provided by this  
477 MOA and reported as a separate fund in NVTC's financial statements, and such  
478 accounting shall constitute a "special revenue fund" as defined by the  
479 Governmental Accounting Standards Board. Expenditures will be recorded and  
480 reported for each Component.

481 All toll revenues provided to NVTC pursuant to the terms of this MOA shall  
482 be held by NVTC in accounts with a financial institution under an arrangement that,  
483 to the extent reasonably practicable, preclude such funds from being an asset

484 subject to the claims of creditors of NVTC, other than a holder of NVTC Debt, or  
485 other claims related to the Components undertaken in accordance with this MOA.

486 **6. Quality Management.** NVTC shall be responsible for all quality assurance and  
487 quality control activities necessary to properly manage the funding of the  
488 development, design, construction, purchases, acquisition, operation and  
489 maintenance of any Component it has undertaken pursuant to this MOA, and will  
490 develop and provide to VDOT and DRPT for information purposes its manuals,  
491 policies, and procedures to accomplish the same.

492 **7. Public Information.** During the term of this MOA, NVTC shall provide  
493 information to the public concerning the Components it has undertaken, including  
494 any public meetings and public hearing that may be required by law or regulation.

495 **8. Regulatory Approvals.** NVTC shall obtain, keep in effect, maintain, and  
496 comply with all regulatory approvals necessary for funding the development,  
497 operation, and maintenance of any Components funded under this MOA.

498 **9. Contracting Practices.** During the term of this MOA, NVTC covenants and  
499 agrees, that with respect to the Components it has undertaken, it will comply with  
500 all requirements of state and federal laws relating to anti-discrimination, including  
501 but not limited to Titles VI and VII of the Civil Rights Act of 1964, as amended,  
502 and the Americans with Disabilities Act, and shall contractually require the same  
503 of all contractors, subcontractors, vendors, and recipients of any funding. NVTC  
504 recognizes the importance of the participation of minority, women-owned and  
505 small businesses through the federal and local Disadvantaged Business Enterprise  
506 programs and will abide by such programs in implementing Components.

507 NVTC shall comply with all applicable federal requirements, including  
508 those applicable to highways that are part of the National Highway System.

509 **10. Insurance and Indemnity by Contractors.** NVTC shall include the  
510 Commonwealth of Virginia, the CTB, VDOT, DRPT, and their officers, employees  
511 and agents, as additional insureds on NVTC's insurance policies so that they are  
512 protected from and against any losses actually suffered or incurred, except for  
513 losses to the extent caused by the negligence or willful misconduct of such entity  
514 or person, from third party claims that are directly related to or arise out of: (a) any

515 failure by NVTC to comply with, to observe or to perform in any material respect  
516 any of the covenants, obligations, agreements, terms or conditions in this MOA, or  
517 any breach by NVTC of its representations or warranties in this MOA; (b) any  
518 actual or willful misconduct or negligence of NVTC, its employees or agents in  
519 direct connection with the Project or any related Components; (c) any actual or  
520 alleged patent or copyright infringement or other actual or alleged improper  
521 appropriation or use of trade secrets, patents, proprietary information, know-how,  
522 trademarked or service-marked materials, equipment devices or processes,  
523 copyright rights or inventions by NVTC in direct connection with the Project or;  
524 (d) inverse condemnation, trespass, nuisance or similar taking of or harm to real  
525 property committed or caused by NVTC, its employees or agents in direct  
526 connection with the Project; or (e) any assumed liabilities. NVTC shall  
527 contractually require its contractors, subcontractors, vendors, and others working  
528 or performing services related to any Component it has funded to indemnify the  
529 Commonwealth of Virginia, the CTB, VDOT, DRPT, and their officers, employees  
530 and agents from the same losses.

531 All insurance purchased by NVTC or its contractors pursuant to this section  
532 shall name the Commonwealth of Virginia, the CTB, VDOT, DRPT, and their  
533 officers, employees and agents as additional insureds.

534 This provision shall survive the expiration or earlier termination of this  
535 MOA.

536 In the event any third-party claim to which this section applies is asserted  
537 in writing against the Commonwealth, the CTB, VDOT, DRPT, or their officers,  
538 employees, and agents, VDOT will as promptly as practicable notify NVTC in  
539 writing of such claim, which shall include a copy and any related correspondence  
540 or documentation from the third party asserting the claim. However, any failure to  
541 give such prompt notice shall not constitute a waiver of any rights of VDOT unless  
542 such failure limits or precludes the availability of those rights.

543 **C. Initial Multimodal Transportation Improvements.** NVTC shall undertake a  
544 Component selection process upon execution of this MOA, and submit to the CTB a list of  
545 Components for an advanced allocation of funding in the amount of \$10 million (which

546 shall be provided upon commencement of construction of the dynamic tolling of the  
547 Facility as provided in II.A.1, and shall be repaid as specified in II.A.4). Components shall  
548 be multimodal transportation improvements that meet the criteria set forth in II.B.1 and are  
549 capable of being obligated not later than at the time tolling begins on the Facility. In the  
550 event litigation is filed challenging the implementation of the Project, or a Component of  
551 the Project, prior to the initiation of tolling, or in the event any other action prohibits or  
552 restricts the ability to toll the Facility, then the CTB may withhold this funding until such  
553 time that the litigation or other event or action is resolved in a manner that allows the  
554 Project to be implemented. NVTC may choose to expend other funds after the execution  
555 of this MOA for Components identified through the selection process described in this  
556 MOA prior to the commencement of construction. Any such expenditures are at NVTC's  
557 risk but shall be reimbursable from the advanced allocation identified in this paragraph  
558 provided the expenditures otherwise comply with the provisions of the MOA.

559 **D. Annual Concessionaire Payment to NVTC.** In addition to the toll revenues paid  
560 to NVTC as provided in II.A.4, DRPT shall transfer to NVTC in any year toll revenues are  
561 being used pursuant to II.A.4.(b) or II.A.4.(d) the sum of \$5 million, escalated each year  
562 by 2.5% (the "Concessionaire Payment"), as set forth in Exhibit 4, subject to the following:

- 563 1. The Concessionaire Payment shall be subject to appropriation by the General  
564 Assembly to the CTB, and shall be made available to NVTC each year in  
565 accordance with the annual budget process set forth in Section II.A.10.,  
566 specifically including the request each year by the CTB to the Governor, with  
567 the assistance of VDOT and DRPT, to include the Concessionaire Payment in  
568 the budget for the upcoming fiscal year.
- 569 2. Upon appropriation, the Concessionaire Payment shall be transferred by DRPT  
570 to NVTC within 30 days of DRPT's receipt of the funds.
- 571 3. The Concessionaire Payment shall be used for Components in accordance with  
572 the requirements of Section II.B.

573 **E. Widening and Related Improvements to I-66.** VDOT will proceed with plans to  
574 widen the eastbound lanes of the Facility from two lanes to three lanes between the Dulles  
575 Connector Road and Exit 71.

576                   The design for the widening shall be limited to increasing the number of eastbound  
577 lanes of the Facility from two lanes to three lanes consistent with an approved  
578 environmental assessment conducted pursuant to the National Environmental Policy Act,  
579 and other laws and regulations applicable to the widening, and shall apply the principals of  
580 Context Sensitive Solutions as described in FHWA’s Publication FHWA-HEP-07-014 as  
581 follows:

- 582                   • Avoid, minimize or mitigate impacts to the parks, stream corridors, and  
583                   vegetation along the corridor and within the right-of-way;
- 584                   • Avoid, minimize or mitigate impacts to the W&OD Trail and the Custis  
585                   Trail;
- 586                   • Reduce the cost of this component of the Project; and
- 587                   • Avoid, minimize or mitigate the need for acquisition of additional right-of-  
588                   way.

589 **III. Term.** Unless this MOA is otherwise terminated in accordance with VII, the term of this  
590 MOA shall expire on January 11, 2057 (the “Expiration Date”) subject to the provisions of IV.

591 **IV. Debt Financing:** NVTC shall not incur any NVTC Debt that is dependent on toll revenue  
592 from the Project and which matures or extends beyond Expiration Date. If this MOA is terminated  
593 in accordance with VII prior to the Expiration Date, and there is outstanding NVTC Debt for which  
594 toll revenues has been pledged to pay Debt Service or there are pay-go Components which are yet  
595 to be completed, and further provided the use of toll revenues to pay Debt Service or the costs of  
596 the pay-go Components is not a misuse of toll revenues under this MOA and the cause or basis of  
597 the termination, then, subject to CTB approval, tolls shall continue to be imposed on the Facility  
598 and toll revenues shall continue to be allocated in accordance with II.A.4(a), (b), (c), (d), (e), (f)g  
599 to pay Debt Service or to complete the pay-go Components. The CTB will not approve funding  
600 for pay-go Components for more than two fiscal years past the termination of the MOA in  
601 accordance with VII prior to the Expiration Date.

602 **V. Amended and Restated Agreement.** This Second Amended and Restated MOA is intended  
603 to represent a continuation of the 2017 Amended and Restated MOA, as amended and restated  
604 upon the terms and conditions set out herein, and from and after the date hereof supersedes and

605 replaces the 2017 Amended and Restated MOA and supersedes all other prior agreements,  
606 understandings, representations, or communications, whether written or oral.

607 **VI. Amendment.** This MOA may be altered, amended or revoked only by an instrument in writing  
608 signed by all Parties or their permitted successor(s) or assignee(s).

609 **VII. Termination.** This MOA may be terminated (a) by a Party for material non-compliance with  
610 this MOA which has not either been remedied, or a remedy commenced and diligently pursued  
611 thereafter, within 120 days after written notice from the other Party, and (b) by written agreement  
612 of the Parties. However, prior to any termination, the Parties shall meet and confer to make a good  
613 faith attempt to resolve any non-compliance issues as follows. Within 30 days of the notice, the  
614 Commissioner of Highways, the Director of Rail and Public Transportation and the NVTC  
615 Executive Director shall meet to discuss resolution of the non-compliance issues. If a resolution  
616 cannot be reached within 30 days, the Secretary of Transportation and the Chairman of NVTC  
617 shall meet within 30 days to discuss resolution of the non-compliance issues. If a resolution cannot  
618 be agreed upon within 30 days, the termination shall be effective as set forth in the written notice  
619 and in accordance with this MOA.

620 **VIII. Notices.** Notices shall be made in writing and shall not be effective for any purpose unless  
621 and until actually received by the addressee or unless served personally, by independent reputable  
622 overnight commercial courier, by facsimile transmission followed by a timely service of the  
623 original, or by deposit in the United States mail, postage and fees fully prepaid, registered or  
624 certified mail, with return receipt requested, addressed as follows:

625 **If to NVTC:**  
626 Executive Director  
627 Northern Virginia Transportation Commission  
628 2300 Wilson Boulevard, Suite 230  
629 Arlington, VA 22201  
630 Fax: 703-524-1756

631 **If to VDOT:**  
632 Virginia Department of Transportation  
633 1401 East Broad Street  
634 Richmond, Virginia 23219

635 Attn: Commissioner of Highways

636 Fax: 804-786-2940

637 **If to DRPT:**

638 Virginia Department of Rail and Public Transportation

639 600 East Main Street, Suite 2102

640 Richmond, VA 23219

641 Attn: Director of Rail and Public Transportation

642 Fax: 804-225-3752

643 *With a copy to:*

644 Office of the Attorney General

645 Chief, Transportation Section

646 202 North Ninth Street

647 Richmond, Virginia 23219

648 Fax: 804-692-1647

649 Any Party may, by notice as specified above, in writing designate an additional or a  
650 different entity or mailing address to which all such notices should be sent.

651 **VIII. Relationship of the Parties.** The relationship of NVTC to VDOT and DRPT shall be one  
652 of an independent contractor, not an agent, partner, lessee, joint venture, or employeee.

653 **IX. No Third Party Beneficiaries.** Nothing contained in this MOA is intended or shall be  
654 construed as creating or conferring any rights benefits or remedies upon or creating any obligations  
655 of the Parties toward any person or entity not a party to this MOA.

656 **X. Governing Law.** This MOA shall be governed and construed in accordance with the laws of  
657 the Commonwealth of Virginia.

658 **XI. Assignment.** This MOA may be assigned only with the written approval of the other Party.  
659 In the event of an agreed assignment, there will be an amendment to this MOA to reflect the change  
660 in Parties.

661 **XII. Survival.** If any provisions in this MOA are rendered obsolete or ineffective, the Parties  
662 agree to negotiate in good faith appropriate amendments to, or replacement of such provisions, in  
663 order to restore and carry out the original purposes to the extent practicable. If any provision is  
664 rendered void or invalid, all remaining provisions shall survive.

665 **XII. Notice of Legal Proceedings.** The Parties agree to promptly notify each other if they become  
666 aware of any claim or legal proceeding that could impact the program, projects, and activities  
667 undertaken pursuant to this MOA.

668 **XIII. Construction of Agreement.** This MOA is intended by the Parties to be construed as a  
669 whole, and indivisible, and its meaning is to be ascertained from the entire instrument. All parts  
670 of the MOA are to be given effect with equal dignity, including but not limited to the recitals at  
671 the beginning of this MOA, and all such parts, including the recitals, are to be given full force and  
672 effect in construing this MOA. No provision of any recital shall be construed as being controlled  
673 by, or having less force and effect, than any other part of this MOA because the provision is set  
674 forth in a recital.

675 **XIV. No Personal Liability.** This Agreement shall not be construed as creating any personal  
676 liability on the part of any officer, employee, or agent of the Parties; nor shall it be construed as  
677 giving any rights or benefits to anyone other than the Parties.

678 **XV. No Waiver of Sovereign Immunity.** Nothing in this MOA shall be deemed a waiver of  
679 sovereign immunity by any Party.

680 **XVI. Appropriations.** All obligations of the CTB to allocate toll revenues are subject to  
681 appropriation by the Virginia General Assembly.

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*Lines 682 through 694 are intentionally blank.*

695 In Witness Whereof, the Parties hereby cause this MOA to be executed, each by its duly  
696 authorized officers, as of the date below.

697 COMMONWEALTH TRANSPORTATION BOARD

698   
699 \_\_\_\_\_

700 Secretary of Transportation

701 Date: 3/7/2020  
702 \_\_\_\_\_

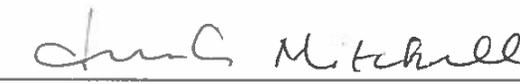
703 VIRGINIA DEPARTMENT OF TRANSPORTATION

704   
705 \_\_\_\_\_

706 Commissioner of Highways

707 Date: 3/6/2020  
708 \_\_\_\_\_

709 VIRGINIA DEPARTMENT OF RAIL AND PUBLIC  
710 TRANSPORTATION

711   
712 \_\_\_\_\_

713 Director of Rail and Public Transportation

714 Date: 3/3/2020  
715 \_\_\_\_\_

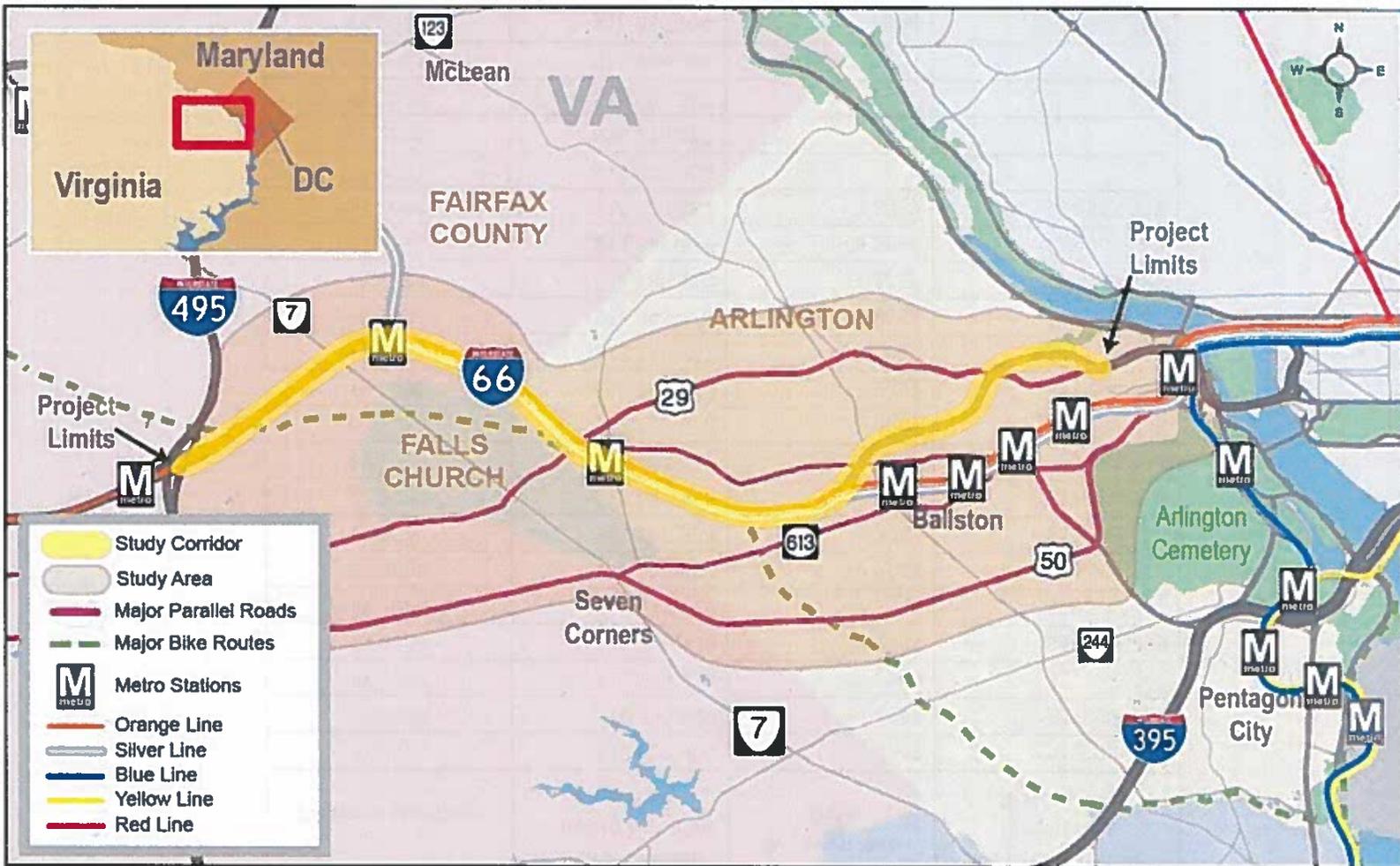
716 NORTHERN VIRGINIA TRANSPORTATION COMMISSION

717   
718 \_\_\_\_\_

719 Katherine A. Mattice  
720 Executive Director

721 Date: 2/27/2020  
\_\_\_\_\_

Exhibit 1



<b>Exhibit 2</b>			
<b>MINIMUM ANNUAL TRANSIT INVESTMENT</b>			
<b>Payment Due Date</b>	<b>Minimum Annual Transit Investment (\$ Nominal)</b>	<b>Payment Due Date</b>	<b>Minimum Transit Investment (\$ Nominal)</b>
FY 2021	\$10,000,000	FY 2042	\$16,795,819
FY 2022	\$10,250,000	FY 2043	\$17,215,714
FY 2023	\$10,506,250	FY 2044	\$17,646,107
FY 2024	\$10,768,906	FY 2045	\$18,087,259
FY 2025	\$11,038,129	FY 2046	\$18,539,441
FY 2026	\$11,314,082	FY 2047	\$19,002,927
FY 2027	\$11,596,934	FY 2048	\$19,478,000
FY 2028	\$11,886,858	FY 2049	\$19,964,950
FY 2029	\$12,184,029	FY 2050	\$20,464,074
FY 2030	\$12,488,630	FY 2051	\$20,975,676
FY 2031	\$12,800,845	FY 2052	\$21,500,068
FY 2032	\$13,120,867	FY 2053	\$22,037,569
FY 2033	\$13,448,888	FY 2054	\$22,588,509
FY 2034	\$13,785,110	FY 2055	\$23,153,221
FY 2035	\$14,129,738	FY 2056	\$23,732,052
FY 2036	\$14,482,982	FY 2057	\$24,325,353
FY 2037	\$14,845,056		
FY 2038	\$15,216,183		
FY 2039	\$15,596,587		
FY 2040	\$15,986,502		
FY 2041	\$16,386,164	<b>Total</b>	<b>\$597,339,480</b>

**Exhibit 3**

**Components Selected by NVTC in Accordance with the Memorandum of Agreement Transform66: Inside the Beltway Project**

**Sample Documentation**

<b>Component Name</b>	<b>Component Description</b>	<b>Component Location</b>	<b>Component Budget</b>	<b>Improvement Goal</b>	<b>Multimodal Component Type</b>	<b>Compliance with Terms of the MOA</b>
1.						<i>This component has been approved by NVTC pursuant to the Project Component Selection Process Documentation is included to support this compliance.</i>

<b>Exhibit 4</b>			
<b>Concessionaire Payment to NVTC</b>			
<b>Payment Due Date</b>	<b>Concessionaire Payment (\$ Nominal)</b>	<b>Payment Due Date</b>	<b>Concessionaire Payment (\$ Nominal)</b>
		FY 2042	\$8,193,082
FY 2022	\$5,000,000	FY 2043	\$8,397,909
FY 2023	\$5,125,000	FY 2044	\$8,607,857
FY 2024	\$5,253,125	FY 2045	\$8,823,053
FY 2025	\$5,384,453	FY 2046	\$9,043,630
FY 2026	\$5,519,064	FY 2047	\$9,269,720
FY 2027	\$5,657,041	FY 2048	\$9,501,464
FY 2028	\$5,798,467	FY 2049	\$9,739,000
FY 2029	\$5,943,429	FY 2050	\$9,982,475
FY 2030	\$6,092,014	FY 2051	\$10,232,037
FY 2031	\$6,244,315	FY 2052	\$10,487,838
FY 2032	\$6,400,423	FY 2053	\$10,750,034
FY 2033	\$6,560,433	FY 2054	\$11,018,785
FY 2034	\$6,724,444	FY 2055	\$11,294,254
FY 2035	\$6,892,555	FY 2056	\$11,576,611
FY 2036	\$6,064,869	FY 2057	\$11,866,026
FY 2037	\$7,241,491		
FY 2038	\$7,422,528		
FY 2039	\$7,608,091		
FY 2040	\$7,798,294		
FY 2041	\$7,993,251	<b>Total</b>	<b>\$298,669,741</b>

Board Agenda Item  
October 5, 2021

ACTION - 4

Adoption of the Countywide Strategic Plan

ISSUE:

Board action to adopt the Countywide Strategic Plan.

RECOMMENDATION:

The County Executive recommends that the Board adopt the proposed Countywide Strategic Plan, specifically the Ten Community Outcomes, Indicators of Success, and Proposed Strategies. These elements support the goals of the plan, which are to: 1) Set a community vision for the next 10-20 years; 2) align and integrate existing and emerging countywide work; 3) provide a tool to focus and prioritize shorter-term countywide initiatives; and 4) communicate progress on achieving measurable outcomes on behalf of the community.

TIMING:

Board action is requested on October 5, 2021.

BACKGROUND:

In February 2020, following more than a year of extensive efforts by staff and significant community engagement, the County Executive presented the first-ever proposed Countywide Strategic Plan for the Board's consideration. The plan included nine community outcome areas, with performance indicators and strategies proposed to address each priority. However, following the onset of the COVID-19 pandemic, consideration of the plan was postponed so that the appropriate focus could be placed on pandemic response. Based on the significant impact of the pandemic, as well as the other broad social changes which have occurred across the country over the past year, staff worked throughout 2020 and in early 2021 to make updates to the plan. Following these efforts, and concurrent with the release of the FY 2022 budget proposal, the County Executive released an updated version of the plan. Since that time, staff has worked to re-engage residents to ensure that the plan reflects the priorities of the Fairfax County community following such a significant public health event. The latest version of the plan – although largely similar to the original document – has started to reflect updates based on recent community feedback, which is still being collected. The most significant update is the addition of a tenth community outcome area, which has been created by splitting the previous Health and Environment into two distinct

categories. Based on the significant focus on both public health and environmental initiatives, community feedback was consistent that both of these areas were deserving of individual focus.

The Countywide Strategic Plan is intended to be a living document which will establish a framework for decision-making for many years, and is intended to integrate existing departmental plans so all efforts are aligned and coordinated. The Countywide Strategic Plan was also informed by other broad planning efforts, such as the Economic Success Strategic Plan and the Fairfax County Public Schools Strategic Plan. Additionally, the tenets of the county's One Fairfax policy served as a foundation for the development of all aspects of the plan. Finally, as new countywide initiatives emerge, such as the Chairman's Taskforce on Equity and Opportunity, they will be continuously integrated and embedded within the framework of the plan.

With a coordinated plan, agency efforts can be better focused on meeting the priorities of the community. Once adopted, the plan will be more fully integrated into the budget preparation and decision-making process, including the development of the County's Capital Improvement Program. The plan will also serve as a communication and performance measurement tool, as staff will be regularly reporting back to the Board, and the community, on progress achieved. Using defined metrics, these outcomes will be presented using disaggregated data to clearly indicate if successes have been consistently and equitably experienced by residents across the county.

Attachment 1 includes the core components of the plan which are presented for the Board's consideration for adoption. These components include:

**Ten Community Outcomes:** A clear, community-driven vision of the future of Fairfax County, focused on the areas of Cultural and Recreational Opportunities, Economic Opportunity, Effective and Efficient Government, Empowerment and Support for Residents Facing Vulnerability, Environment, Health, Housing and Neighborhood Livability, Lifelong Education and Learning, Mobility and Transportation, and Safety and Security.

**Indicators of Success:** A set of quantifiable ways to measure the well-being of the Fairfax County community, and to measure progress over time.

**Proposed Strategies:** Actions that will be taken to address identified challenges, through "moving the needle" on indicators and metrics.

Attachment 2 contains additional background information on the plan, including the goals and drivers of the plan, a narrative describing how the plan is aligned with the One Fairfax policy, community engagement highlights, and sample metrics.

Board Agenda Item  
October 5, 2021

It should be noted that a more extensive Community Engagement Report will be separately forwarded to the Board upon its completion. All documents will be posted and available at <https://www.fairfaxcounty.gov/strategicplan/>.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1- Ten Community Outcomes, Indicators of Success, and Proposed Strategies

Attachment 2-Background: Goals and Drivers, Alignment with One Fairfax Equity Policy, Community Engagement Highlights, and Sample Metrics

STAFF:

Bryan Hill, County Executive

Christina Jackson, Chief Financial Officer

Karla Bruce, Chief Equity Officer

Rachel Flynn, Deputy County Executive

Chris Leonard, Deputy County Executive

Dave Rohrer, Deputy County Executive

Aimee Brobst, Countywide Strategic Plan Coordinator, Department of Management and Budget

# Fairfax County Strategic Plan

Attachment 1 - Ten Community Outcomes, Indicators of Success, and Proposed Strategies

DRAFT - September 2021

[fairfaxcounty.gov/strategicplan](https://fairfaxcounty.gov/strategicplan)

# Ten Community Outcomes

The following ten outcomes represent the issues of greatest importance to the Fairfax County community. They were developed based on unprecedented community outreach and were reinforced repeatedly over an 18-month period.

## CULTURAL AND RECREATIONAL OPPORTUNITIES

All residents, businesses and visitors are aware of and able to participate in quality arts, sports, recreation and culturally enriching activities

### What does success look like?

- Access to Local Arts, Sports, and Cultural Opportunities
- Satisfaction with Local Arts, Sports, and Cultural Opportunities
- Awareness and Appreciation of Diverse Cultures
- Representation of Diverse Cultures

## ECONOMIC OPPORTUNITY

All people, businesses, and places are thriving economically

### What does success look like?

- Healthy Businesses in a Diverse Mix of Industries
- Economic Stability and Upward Mobility for All People
- Preparing People for the Workforce
- Promoting Innovation in the Local Economy
- Promoting Economic Vibrancy in All Parts of Fairfax County

## EFFECTIVE AND EFFICIENT GOVERNMENT

All people trust that their government responsibly manages resources, provides exceptional services, and equitably represents them

### What does success look like?

- Customer Satisfaction with County Services
- Inclusive Community Engagement
- Effective and Representative County and School Workforce
- Effective Technology and Quality Facilities
- Financial Sustainability and Trustworthiness

## EMPOWERMENT AND SUPPORT FOR RESIDENTS FACING VULNERABILITY

All people facing vulnerability are empowered and supported to live independent lives to their fullest potential

### What does success look like?

- All People Are Respected, Understood, and Connected
- Services Are Easy to Access and Use
- Services Are High Quality and Coordinated
- All People Can Meet Their Basic Needs

## ENVIRONMENT\*

All people live in a healthy sustainable environment

### What does success look like?

- Promoting Air, Water and Land Quality
- Supporting Sound Environmental Policy and Practices

# Ten Community Outcomes Continued

## HEALTH\*

All people can attain their highest level of health and well-being

### What does success look like?

- Access to Health Services
- Improving Physical and Behavioral Health Conditions
- Promoting Health-Related Behaviors

## HOUSING AND NEIGHBORHOOD LIVABILITY

All people live in communities that foster safe, enjoyable and affordable living experiences

### What does success look like?

- Affordability and Quality of Housing
- Quantity and Availability of Housing
- Access to Amenities that Promote Healthy Neighborhoods
- Flexibility and Adaptability of Land Use Rules
- Preventing and Ending Homelessness

## LIFELONG EDUCATION AND LEARNING

All people at every stage of life are taking advantage of inclusive, responsive, and accessible learning opportunities that enable them to grow, prosper, and thrive

### What does success look like?

- Access to Early Childhood Education
- Supporting Academic Achievement
- Supporting Career-Based Training
- Participation in Learning Opportunities
- Quality and Accessibility of Technology
- English Language Proficiency

**Note:** Fairfax County Public Schools (FCPS) is a primary contributor to our vision of building an educated, skilled, compassionate, and culturally competent community. The FCPS strategic plan lays out the specific goals, metrics and strategies that will lead to student success, and the School Board, staff, and families of FCPS are working diligently to implement that plan. Fairfax County Government will continue to seek and communicate opportunities to collaborate with our school system, enhancing ways to support their educational efforts while advancing strategic community objectives.

## MOBILITY AND TRANSPORTATION

All residents, businesses, visitors and goods can move efficiently, affordably and safely throughout the county and beyond via our well-designed and maintained network of roads, sidewalks, trails and transit options

### What does success look like?

- Efficient and Varied Transportation Options
- Infrastructure Condition, Sustainability and Environmental Impact
- Traveler Safety
- Accessibility, Affordability and Equity

## SAFETY AND SECURITY

All people feel safe at home, school, work and in the community

### What does success look like?

- Following Laws and Regulations
- Timeliness and Quality of Emergency Response
- Effective and Equitable Administration of Justice
- Safety-Related Prevention and Preparedness
- Reliable and Secure Critical Infrastructure

**\*Environment and Health are closely linked but have been separated to ensure that sufficient focus is placed on each area.**

# Cultural and Recreational Opportunities

Fairfax County is a place where all residents, businesses and visitors are aware of and able to participate in quality arts, sports, recreation, and culturally enriching activities.



## CULTURAL AND RECREATIONAL OPPORTUNITIES

# Proposed Strategies

These proposed strategies were developed based on the extensive background work completed by the Strategic Planning Team. The Board will determine which strategies will be pursued, as well as when they might be undertaken. This process will be highly flexible and will adapt to respond to community conditions as they evolve over time.

### Improve Availability and Access to Cultural and Recreational Opportunities

- **CRO 1.** Collaborate with the business community to determine best practices to cross-promote programs/events at shared spaces.
- **CRO 2.** Evaluate and address barriers (including transportation, language, virtual access, and technology gaps) to cultural and recreational opportunities.
- **CRO 3.** Evaluate the existing business models for agencies and organizations that support cultural and recreational opportunities with the goal of devising a consolidated funding methodology that ensures more affordable and equitable access.
- **CRO 4.** Ensure land development practices integrate the needs of the community to achieve the equitable (and culturally and racially sensitive) development of cultural and recreation facilities, areas, and venues.



### Heighten Awareness, Appreciation and Promotion of Diverse Cultures

- **CRO 5.** Ensure cultural and recreational amenities are included in placemaking designs for development and/or revitalization in targeted areas.
- **CRO 6.** Regularly inventory and evaluate cultural and recreational programs provided by the county and its partners based on how they address identified service gaps and how well they positively impact equity.
- **CRO 7.** Build awareness of volunteer opportunities and recruit a diverse volunteer base to support cultural/recreational opportunities.
- **CRO 8.** Provide varied modes and forums (including virtual platforms) to engage and involve diverse community voices to determine the types of offerings/programming/supports the community is seeking. Utilize the feedback to modify programs to ensure greater participation.
- **CRO 9.** Provide comprehensive, up-to-date, accessible information to the public about local artists, creative cultural industries, places of cultural and natural heritage, events and spaces and facilities.

### Provide Quality Programs

- **CRO 10.** Evaluate and strengthen standards for agencies to establish and sustain quality cultural and recreational opportunities.

# Economic Opportunity

Fairfax County is a place where all people, businesses and places are thriving economically.



## ECONOMIC OPPORTUNITY

# Proposed Strategies

These proposed strategies were developed based on the extensive background work completed by the Strategic Planning Team. The Board will determine which strategies will be pursued, as well as when they might be undertaken. This process will be highly flexible and will adapt to respond to community conditions as they evolve over time.

### Improve Access to Employment Supports

- **EO 1.** Provide residents with a comprehensive menu of available services and resources to promote individual and family economic opportunity and facilitate broad access through proactive community engagement.
- **EO 2.** Focus efforts on removing barriers such as lack of affordable housing, childcare and transportation that limit participation in the workforce and employment-related programs.
- **EO 3.** Integrate evidence-based interventions in the areas of wealth building and personal financial coaching into existing county and community programs that are designed to promote economic self-sufficiency.

### Promote an Agile Policy and Regulatory Environment

- **EO 4.** Implement transparent and flexible land development policies, regulations and processes that keep pace with market conditions and technological innovations.
- **EO 5.** Streamline the land development process to reduce time to market.
- **EO 6.** Use data, disaggregated by population and place, to guide land development and investment in communities with the greatest need to improve economic opportunity.

### Attract and Support Businesses

- **EO 7.** Collaborate with the business community to explore innovative approaches to enhance efforts to attract, retain, support, and expand businesses, particularly in target industries and across various types and sizes.
- **EO 8.** Advance the skills of new business owners by assessing currently available county and community services and building a more coordinated and impactful network of expertise and support.

### Leverage Partnerships, Collaboration and Competition

- **EO 9.** Identify, and work to remove at the state level, obstacles to targeting economic opportunity enhancement and sustainability in areas such as local procurement.
- **EO 10.** Facilitate improved connection of employers to qualified talent by increasing awareness of workforce services and incentives.
- **EO 11.** Partner with businesses, universities, research institutions and incubators to foster innovation that supports high-impact entrepreneurship, attracts capital, creates jobs, builds a relevant workforce, and stimulates economic growth.



## ECONOMIC OPPORTUNITY

# Proposed Strategies Continued

### Prioritize Placemaking

- **EO 12.** Focus land development efforts on creating a variety of vibrant, transit-connected, walkable mixed-use destinations throughout the county that meet the needs of residents, employers, and the workforce.
- **EO 13.** Prioritize the use of innovative and evidence-based regulatory, financial, and other incentives to transform areas where residents face numerous economic and social challenges into communities of opportunity.

### Build a Strong Workforce and Support Competitive Skills Attainment for Residents

- **EO 14.** Develop and execute a compelling marketing strategy to support efforts by Fairfax County businesses to recruit and retain talented employees, highlighting and promoting the competitive advantages of the county and the region.
- **EO 15.** Develop and implement a roadmap that enables our most economically disadvantaged residents to build fundamental workforce competencies, including technology acumen and English proficiency, in alignment with employer requirements and through leveraging existing county and community resources.
- **EO 16.** Leverage the county's position as a large employer to build a diverse, representative workforce, continually developing the skills of existing employees; increasing internships and other work-based learning opportunities for youth; and providing access to key employment supports such as affordable housing, childcare and transportation.



# Effective and Efficient Government

Fairfax County is a place where all people trust that their government responsibly manages resources, provides exceptional services, and equitably represents them.



## EFFECTIVE AND EFFICIENT GOVERNMENT

# Proposed Strategies

These proposed strategies were developed based on the extensive background work completed by the Strategic Planning Team. The Board will determine which strategies will be pursued, as well as when they might be undertaken. This process will be highly flexible and will adapt to respond to community conditions as they evolve over time.

### Provide an Excellent Customer Experience

- **EEG 1.** Implement a human-centered, highly responsive design approach across county and school programs and services to improve the customer experience.
- **EEG 2.** Implement a comprehensive approach to consistently solicit customer feedback on their service experience and share results regarding the quality of the county's programs and services.

### Ensure Inclusive Community Engagement, Representation and Governance

- **EEG 3.** Enhance communication and outreach to the community by using all available communication methods and tailoring messaging to individual needs.
- **EEG 4.** Improve public participation and engagement opportunities to ensure all facets of the community are represented and have physical and technological access to engage and participate in community discussions and decisions.



- **EEG 5.** Increase volunteerism to enhance county, school and community service delivery and coordinate efforts to enable one-stop identification of volunteer opportunities.
- **EEG 6.** Review and improve the structure, operations and impact of county boards, authorities, and commissions to better reflect current needs and demographics of the community.

### Attract and Develop a Great Workforce

- **EEG 7.** Improve the county's competitiveness as an employer to recruit, hire and retain a diverse, highly qualified workforce.
- **EEG 8.** Make the onboarding process for all new employees streamlined, consistent and compelling, so that staff have the information, tools, and technology they need to begin their county careers effectively.
- **EEG 9.** Enhance countywide succession planning and ensure continuity of operations by focusing on key positions and critical functions where effective knowledge transfer and smooth workforce transition needs to take place.
- **EEG 10.** Expand employee learning opportunities to increase staff competencies and experience in the areas of leadership, equity, cultural proficiency, use of technology and innovation to meet the needs of a changing environment.

# EFFECTIVE AND EFFICIENT GOVERNMENT

## Proposed Strategies Continued

### Develop a Strong Workplace Culture

- **EEG 11.** Initiate a regular, countywide process for conducting organizational assessments and employee surveys and then implementing identified changes that will lead to improved employee engagement.
- **EEG 12.** Implement a workplace culture change effort to actively promote equity and inclusion, collaboration, excellence, innovation, customer service, transparency, accountability, and trustworthiness.
- **EEG 13.** Provide more flexibility in the areas of workplace environment, benefits, career progression and nontraditional employment arrangements to compete more effectively with surrounding private and public sector employers for the next generation of employees.

### Continuously Improve Process Effectiveness

- **EEG 14.** Using lessons learned during COVID-19, re-engineer county practices and procedures to improve performance, reduce cost and eliminate redundancies.
- **EEG 15.** Pursue professional and industry accreditations for all applicable county and school programs, implement recommendations and promote accreditation, once achieved.
- **EEG 16.** Create "communities of practice" around areas of functional expertise (such as human resources, financial management, data analytics, or performance measurement) to foster innovation, increase collaboration and share best practices across the county workforce.
- **EEG 17.** Strengthen the use of data-informed decision making through regular data collection, evaluation, and distribution.

### Be Responsible Stewards of County Resources

- **EEG 18.** Evolve the budgeting process to align resource allocation to those programs and activities that will most effectively advance the outcomes outlined in the strategic plan.
- **EEG 19.** Provide greater access to information, engage with our community in an inclusive way, and receive wide and diversified community input regarding spending priorities.
- **EEG 20.** Pursue policy, fiscal and legislative options to provide county leaders with the flexibility and tools needed to respond to the challenges associated with becoming an increasingly urban county.

### Leverage Technology to Accelerate Results

- **EEG 21.** Implement a data governance policy that standardizes and strengthens how the county collects, analyzes, warehouses and shares data across departments and with the community.
- **EEG 22.** Implement a consolidated county and school technology plan to enable innovative solutions, reduce operational costs and deliver exceptional outcomes.

### Modernize and Ensure Full Utilization of County Facilities (Defined to include all taxpayer funded facilities — government buildings, board offices, community centers, parks, libraries, schools, etc.)

- **EEG 23.** Increase utilization and shared use of county facilities so that residents are better able to access needed services within their neighborhoods and facilities can support community use and satellite service delivery.
- **EEG 24.** When building new county facilities and infrastructure, incorporate design that results in multi-use spaces, promotes efficient use of sites, and maximizes return on investment.
- **EEG 25.** Increase resiliency and energy efficiency of existing and new county facilities and infrastructure to improve performance, reduce building maintenance costs and increase the ability for facilities to self-sustain during emergencies.
- **EEG 26.** Equitably assess and perform ongoing maintenance, upgrades and replacement of county facilities, infrastructure, and equipment so that they can meet future demands and provide a safe and healthy environment for residents and staff.

# Empowerment and Support for Residents Facing Vulnerability

Fairfax County is a place where all residents facing vulnerability are empowered and supported to live independent lives to their fullest potential.

## EMPOWERMENT AND SUPPORT FOR RESIDENTS FACING VULNERABILITY

# Proposed Strategies

These proposed strategies were developed based on the extensive background work completed by the Strategic Planning Team. The Board will determine which strategies will be pursued, as well as when they might be undertaken. This process will be highly flexible and will adapt to respond to community conditions as they evolve over time.

### Identify, Respect and Proactively Engage Residents Experiencing Vulnerability

- **ESRFV 1.** Develop targeted marketing and outreach strategies, in coordination with community-based partners, to proactively engage residents facing vulnerability.
- **ESRFV 2.** Foster a county workforce culture that emphasizes a person-centered, integrated, and comprehensive approach to meeting the needs of residents facing vulnerability.
- **ESRFV 3.** Identify the root causes of vulnerabilities affecting residents and use those insights to inform policy and practice, and target interventions to prevent vulnerability.
- **ESRFV 4.** Use all available sources of data to identify and understand emerging and existing vulnerabilities in order to proactively engage impacted residents, identify service gaps and efficiently allocate resources.

### Mitigate Barriers and Improve the Access and Utilization of Service

- **ESRFV 5.** Pursue legislative initiatives to amend federal, state, and local laws and regulations that create barriers to the provision of programs and services for residents facing vulnerability.
- **ESRFV 6.** Implement a standardized, coordinated approach to data collection and sharing among county agencies and contracted service providers that incorporates best practices for data governance.
- **ESRFV 7.** Facilitate better access and utilization of services frequently needed by those facing vulnerability through greater co-location of county departments and community-based organizations frequently needed by those facing vulnerability and through the use of access points in community locations such as schools and libraries, and recreation, shopping, and community centers.
- **ESRFV 8.** Redesign and implement a comprehensive intake, interview, and screening process so that residents are only required to “tell their story” to county government one time.
- **ESRFV 9.** Evaluate all county programs and services that have waiting lists to determine whether capacity within our network of community partners can be expanded through system redesigns, public-private partnerships and/or resource leveraging.

### Provide High Quality, People Centered, Integrated Services

- **ESRFV 10.** Build upon the existing framework and county agency cross-collaboration efforts in order to ensure a comprehensive system that connects residents facing vulnerability to the information and services they are seeking regardless of which organizational door they enter.
- **ESRFV 11.** Use system navigators to perform needs assessments of residents seeking assistance and help them navigate the multitude of services and programs offered by all county agencies and community-based partners.
- **ESRFV 12.** Close critical service gaps by coordinating county safety-net efforts with state, regional and community-based partners to ensure that services are integrated, efficient and non-duplicative.
- **ESRFV 13.** Evaluate existing service in comparison to industry best practices to ensure the most effective, people-centered approaches are utilized to meet the needs of residents facing vulnerability.

### Sustain Self-Sufficiency

- **ESRFV 14.** Evaluate and revise county-controlled program eligibility requirements to ensure that residents do not fall off the “benefits cliff.”
- **ESRFV 15.** Maintain ongoing engagement with residents who have faced vulnerability and been served by the county in order to proactively mitigate potential setbacks.

# Environment

Fairfax County is a place where all people live in a healthy sustainable environment.

**Note:** Environment and Health are closely linked but have been separated to ensure that sufficient focus is placed on each area.



## ENVIRONMENT

# Proposed Strategies

These proposed strategies were developed based on the extensive background work completed by the Strategic Planning Team. The Board will determine which strategies will be pursued, as well as when they might be undertaken. This process will be highly flexible and will adapt to respond to community conditions as they evolve over time.

### Promote and Ensure Environmental Sustainability

- **E 1.** Reduce the county's contribution to greenhouse gases through better coordination of energy and climate best management practices throughout all county agencies, including items such as environmental stewardship and biodiversity of landscaping at county facilities, vehicle selections, building design, utilities, and energy consumption.
- **E 2.** Reduce greenhouse gas emissions and vehicle miles traveled by incentivizing walkable, bikeable and transit-oriented development patterns, adding more mass transit and on-demand travel options, and discouraging single occupancy automobile use.
- **E 3.** Improve water quality and meet Chesapeake Bay clean water requirements through upgrading stormwater management facilities. Incorporate recreational facilities such as trails into stream restoration projects to better connect residents with the environment.

### Promote and Ensure Environmental Sustainability

- **E 4.** Reduce greenhouse gas emissions and vehicle miles traveled by incentivizing walkable, bikeable and transit-oriented development patterns, adding more mass transit and on-demand travel options, and discouraging single occupancy automobile use.
- **E 5.** Improve water quality and meet Chesapeake Bay clean water requirements through upgrading stormwater management facilities. Incorporate recreational facilities such as trails into stream restoration projects to better connect residents with the environment.
- **E 6.** Improve the health of county waterways through maintaining effective stormwater controls and regulating development to protect environmentally sensitive areas to lessen adverse community impacts.
- **E 7.** Prioritize stormwater and wastewater infrastructure and capacity reinvestment decisions to support development and redevelopment of more dense communities.
- **E 8.** Reduce waste volumes through maximizing reuse/recycling, enhancing composting, phasing out single use plastics and packaging items and clarifying guidance to the community in the face of evolving practices.
- **E 9.** Promote county policies, practices, and regulatory programs to protect, conserve, establish and rehabilitate natural resources (e.g., tree cover, open green spaces, parkland) that provide ecological and health benefits.
- **E 10.** Promote the use of solar and other green building technology through incentives and resources to encourage homeowners and commercial building owners to maximize energy efficiency.
- **E 11.** Develop a climate action plan to improve community health and resilience, and to prepare for anticipated changes in weather patterns, rainfall intensities, residential and river flooding, and tidal impacts. Improve community resilience through better planning, mitigation, and response to increasing severity of weather events



# Health

Fairfax County is a place where all people can attain their highest level of health and well-being.

**Note:** Environment and Health are closely linked but have been separated to ensure that sufficient focus is placed on each area.



## HEALTH

# Proposed Strategies

These proposed strategies were developed based on the extensive background work completed by the Strategic Planning Team. The Board will determine which strategies will be pursued, as well as when they might be undertaken. This process will be highly flexible and will adapt to respond to community conditions as they evolve over time.

### Support Healthy Communities

- **H 1.** Integrate considerations of health, well-being and equity into the development, implementation and evaluation of land use, transportation and housing policies and ordinances.
- **H 2.** Create walkable, bikeable, transit-oriented, dense, mixed-use, and connected places that make inviting and vibrant communities with opportunities for recreation and active living for individuals of all ages and abilities.
- **H 3.** Create healthier environments on county properties through health-promoting policies, and encouraging the use of county properties for active recreational use.
- **H 4.** Promote healthy eating by implementing policies and initiatives that increase access to fresh, affordable, and nutritious food options especially in the geographic areas of the county with the highest rates of food insecurity.
- **H 5.** Use enhanced data analysis and population-level data from COVID-19 to better quantify and monitor differences in health outcomes among groups of people to inform the work to close the gap on health inequities.
- **H 6.** Foster individual and family resiliency to withstand, adapt to and recover from chronic stress and adverse experiences through early intervention, prevention, and trauma-informed care.



### Expand Access to Health Services and Information

- **H 7.** Identify barriers to accessing health services for residents in need and align county and community resources to address the underlying factors contributing to underutilization, and to eliminate gaps in services.
- **H 8.** Integrate the delivery of health services (physical, mental, oral and substance use) for those in need through co-locating services and redesigning care providers' practices and business processes.
- **H 9.** Attract health service providers to underserved geographic areas by incentivizing the provision of care that is culturally and linguistically appropriate, accessible, high quality and affordable.
- **H 10.** Address substance use through coordinated education efforts for prevention, expanded treatment options and harm reduction actions in collaboration with community partners.
- **H 11.** Implement a comprehensive, coordinated, evidence-based healthy living campaign that is tailored to reach, inform, educate, and motivate people to increase health-promoting behavior across all communities.
- **H 12.** Expand our capacity to effectively reach and engage residents in the design and implementation of health promotion initiatives through strategic partnerships and collaborations.
- **H 13.** Explore innovative financing mechanisms to bolster the flexibility, scalability and sustainability of community health and wellness initiatives.

# Housing and Neighborhood Livability

Fairfax County is a place where all people live in communities that foster safe, enjoyable, and affordable living experiences.



## HOUSING AND NEIGHBORHOOD LIVABILITY

# Proposed Strategies

These proposed strategies were developed based on the extensive background work completed by the Strategic Planning Team. The Board will determine which strategies will be pursued, as well as when they might be undertaken. This process will be highly flexible and will adapt to respond to community conditions as they evolve over time.

### Expand Affordable Housing Opportunities

- **HNL 1.** Produce, preserve, and improve affordable housing units through partnerships with traditional and innovative housing developers consistent with the recommendations in county policies and plans. Track new units, lost units, and total units as a means of measuring the preservation of affordable units in the county.
- **HNL 2.** Identify and create opportunities for additional affordable rental and homeownership units, including modifying housing policies, guidance, and communication strategies for people facing barriers (low to moderate incomes, credit problems, past criminal history, or prior evictions) in order to make a variety of housing program options accessible to all residents.
- **HNL 3.** Encourage mixed-income and diverse types of housing developments near transit hubs, transit routes and revitalization areas that meet affordability requirements for a range of income levels, especially units large enough to accommodate families.
- **HNL 4.** Identify and execute creative opportunities to develop affordable housing throughout the county and especially in revitalization areas, including flexible criteria for accessory dwelling units, building reuse, and repurposing and establishing community land trusts in communities that feature mobility options and walkable neighborhood amenities.
- **HNL 5.** Leverage county/school/park/private business land and facilities (existing and new) and develop non-traditional partnerships to achieve efficiencies to produce more units.
- **HNL 6.** Expand innovative land development solutions, such as by-right accessory dwelling units, home sharing, co-housing, and smaller lot sizes, while incentivizing first floor or entry floor living, universal design, and energy efficiency.
- **HNL 7.** Expand the home repair program for older adults and ensure tax assistance programs keep pace with those improvements to help maintain quality, affordable housing for the aging population.
- **HNL 8.** Explore policies to moderate rent increases, including a rental stabilization program and a homestead requirement, so that all income levels can afford to live in Fairfax County.

### Develop Housing Supportive Policies

- **HNL 9.** Encourage adoption of a countywide proffer policy to include contributions from job-generating commercial and other nonresidential developments for use in affordable housing production.
- **HNL 10.** Encourage the study and potential adoption of an ordinance, pursuant to state code, to enable transfer of development rights to increase affordable housing development.
- **HNL 11.** Update codes, regulations, policies, and procedures related to land and housing development to reduce administrative costs for affordable housing providers, keep pace with national and regional trends, and improve review quality and efficiency.
- **HNL 12.** Conduct regular updates to the affordable dwelling unit and workforce dwelling unit policies based on the changing market, affordability and building trends in the county, and communicate any updates or changes to the public as part of an outreach and education effort.
- **HNL 13.** Develop a proactive rental inspection program that includes landlord licensing and property registration to ensure quality of all rental properties.

# HOUSING AND NEIGHBORHOOD LIVABILITY

## Proposed Strategies Continued

### Strive to End Homelessness

- **HNL 14.** Expand the availability of permanent supportive housing units and services for people experiencing homelessness, including both individuals and families.
- **HNL 15.** Provide incentives so that nonprofit and for-profit housing developers and landlords will set aside units for people experiencing homelessness.

### Expand Innovative Funding Opportunities

- **HNL 16.** Explore innovative and sustainable funding sources to develop a rental grant program that assists working households who may not be eligible for federal assistance.
- **HNL 17.** Seek ways to finance development in nontraditional ways, such as venture capital investments, partnerships with large corporate employers, and faith-based and non-profit communities.
- **HNL 18.** Establish a housing assistance fund to provide resources for people to acquire housing, such as money for required deposits.

### Create Great Places

- **HNL 19.** Identify areas of the county with the greatest presence of community amenities, including transit, retail, recreation, arts, and human services providers, and then revise zoning and other policies to allow for an increase in the number of housing units affordable to low and moderate income and senior households in those areas.
- **HNL 20.** Encourage and enhance a sense of place, with a special focus on revitalization areas, by establishing community gathering spaces and by analyzing where people are underserved by community amenities and business services and providing information and support to businesses to locate in those areas.
- **HNL 21.** Link the county's public health and equity agenda to a public space agenda by updating the Comprehensive Plan to create healthier environments where access to basic needs, transit, affordable housing, and healthy food is available.

### Improve Mobility

- **HNL 22.** Increase walkable access to park entrances, facility entrances or trailheads so that residents have no more than a 10-minute walk to nature and recreational experiences. Prioritize implementation of this strategy in areas with disparate health and equity outcomes.
- **HNL 23.** Expand the Fairfax County Active Transportation Plan to prioritize the quality and consistency of neighborhood connectivity (e.g., sidewalks and multi-use paths, with an emphasis on those that are lighted) and select implementation areas based on equity and health measures.



# Lifelong Education and Learning

Fairfax County is a place where all residents at every stage of life are taking advantage of inclusive, responsive, and accessible learning opportunities that enable them to grow, prosper and thrive.



## LIFELONG EDUCATION AND LEARNING

# Proposed Strategies

These proposed strategies were developed based on the extensive background work completed by the Strategic Planning Team. The Board will determine which strategies will be pursued, as well as when they might be undertaken. This process will be highly flexible and will adapt to respond to community conditions as they evolve over time.

### Expand Equitable Offerings of High-Quality Early Development Programs and Learning Experiences as well as Related School Readiness Supports

- **LEL 1.** Leverage Fairfax County's full complement of social service agencies, community nonprofits, faith groups, homeowners' associations, and business leaders to promote awareness of the positive impact that early childhood education has on the child, their family and the community.
- **LEL 2.** Create a plan and resource model to ensure access to high-quality early childhood education.
- **LEL 3.** Ensure early childhood educators have access to effective professional learning and development informed by evidence and best practices.

### Prepare All Residents to Become Digitally Savvy Learners

- **LEL 4.** Expand and enhance the technology skills of learners of all ages.
- **LEL 5.** Identify and eliminate barriers to digital access through partnerships with local businesses and digital service providers.
- **LEL 6.** Expand the capacity for digitally enhanced and distance learning so that educators are successful in that environment.
- **LEL 7.** Expand year-round literacy and science, technology, engineering, arts, and math (STEAM) programs, with a focus on widening the interest and participation of underrepresented students.

### Fairfax County Public Schools

Fairfax County fosters world-class education that includes full support and alignment with Fairfax County Public Schools (FCPS) and its strategic plan. Many people choose to move to Fairfax County because of its outstanding public school system. FCPS serves more than 190,000 students and is a primary contributor to our vision of building an educated, skilled, compassionate, and culturally competent community. The FCPS strategic plan lays out the specific goals, metrics and strategies that will lead to student success, and the School Board, staff, and families of FCPS are working diligently to implement that plan. However, the school system has been severely impacted by the COVID-19 pandemic and the pandemic has exposed many challenges to children and families because of the lack of in-person instruction. Fairfax County Government will continue to seek and communicate opportunities to collaborate with our school system, enhancing ways to support their educational efforts while advancing strategic community objectives such as:

- Integrating the delivery of county services and school services to create a more accessible and seamless experience for students and their families
- Sharing data and information about the needs of students and families to ensure more proactive and effective services, as appropriate
- Coordinating and consolidating administrative functions to achieve efficiencies and improved service
- Convening conversations of elected officials, residents, and other stakeholders to raise awareness around critical issues and to set a shared direction for how the community should respond to those issues
- Identifying more coordinated opportunities to better attract, develop and retain the collective workforce of more than 50,000 employees across the entire FCPS/county organization

# LIFELONG EDUCATION AND LEARNING

## Proposed Strategies Continued

### Strengthen the Connection Between Our Schools and Our Community

- **LEL 8.** Champion initiatives that encourage family engagement in educational activities within and beyond the classroom.
- **LEL 9.** Engage with adults and the 50+ community to serve as volunteer mentors, educators, and career coaches.
- **LEL 10.** Increase and enhance lifelong learning opportunities for the 50+ community, especially programs with a technology focus.

### Support the Success of a Diverse Student Population

- **LEL 11.** Support recruitment and hiring pathways that are designed to bring instructor and teacher demographics more closely in alignment with student demographics.
- **LEL 12.** Expand county/community partnerships, including family supports and interventions, to foster student (learner) social, emotional, behavioral, and academic competencies.

### Expand Opportunities for All County Residents to Acquire the Skills They Need to Succeed in a Modern Economy

- **LEL 13.** Promote career and technical education and associated career paths — including apprenticeship and internship programs — across schools, postsecondary institutions, and workforce development organizations.
- **LEL 14.** Identify and address common barriers that prevent many residents from accessing career and technical education.
- **LEL 15.** Increase the supply and improve the quality of career and technical education — including apprenticeship and internship programs — by expanding comprehensive public-private coalitions across schools, postsecondary institutions, and workforce development organizations.

### Strengthen Our Portfolio of Lifelong Learning Programs, Technology and Events that Support English Proficiency

- **LEL 16.** Engage businesses, nonprofit service groups, faith-based organizations, and social services agencies to expand the number of English-language learning opportunities.

# Mobility and Transportation

Fairfax County is a place where all residents, businesses, visitors, and goods can move efficiently, affordably, and safely throughout the county and beyond via our well-designed and maintained network of roads, sidewalks, trails, and transit options.



## MOBILITY AND TRANSPORTATION

# Proposed Strategies



These proposed strategies were developed based on the extensive background work completed by the Strategic Planning Team. The Board will determine which strategies will be pursued, as well as when they might be undertaken. This process will be highly flexible and will adapt to respond to community conditions as they evolve over time.

### Encourage Sustainable Multi-Modal Transportation

- **MT 1.** Promote further dense, transit-oriented, and mixed-use development within existing urban areas and in other areas of the county, where appropriate, to allow residents and employees more opportunities to walk, bike and use transit and reduce auto dependency to meet their daily needs.
- **MT 2.** Further develop and expand the multimodal network by a) increasing the number of routes and frequency of service connecting urban hubs and amenities, b) enhancing services on highly traveled corridors to reduce car volume in those corridors and c) improving pedestrian and bicycle access to transit services and activity centers.
- **MT 3.** Revise the methodology of how transportation impacts are assessed by transitioning from the automobile-focused level of service methodology to a multi-modal approach.
- **MT 4.** Educate, encourage, and incentivize employers to continue to offer telecommuting options to their employees and use other transportation demand management opportunities to reduce peak-hour traffic and auto-dominated travel.
- **MT 5.** Facilitate more active transportation (walking and biking) by adding, improving, and maintaining sidewalks and shared-use paths; enhancing bike facilities throughout the county; addressing “first/last mile” challenges; and educating the community on how to increase their use of active transportation modes safely.
- **MT 6.** Advocate for and implement policies that motivate people to reduce their use of single-occupancy vehicles, including travel demand management (TDM), reducing minimum parking requirements, managing parking and roadway pricing, and other TDM financial and non-financial programs and policies.

### Improve and Modernize Transportation Infrastructure

- **MT 7.** Explore a transfer of road ownership, design, and maintenance responsibilities from the Virginia Department of Transportation to the county, with a corresponding transfer of revenue to accommodate the increased cost to the county.
- **MT 8.** Prepare now for the gradual incorporation of autonomous vehicles and other innovative transportation technologies into Fairfax’s transportation network and infrastructure, such as smart traffic lights, public transit apps, drop-off/pick-up curb space and changes in parking-related development requirements as a result of reduced parking demand.
- **MT 9.** Create and retrofit more great places through quality street design that more equitably balances the goals of automobile throughput and the experience and comfort level of pedestrians, cyclists, and transit riders.
- **MT 10.** Conduct a cost-benefit analysis of transportation infrastructure costs and economic development impacts as a part of future land use planning efforts.

### Improve Traveler Safety

- **MT 11.** Develop and implement a multi-faceted plan to reduce and ultimately eliminate traffic-related deaths and injuries (e.g., Vision Zero) that will include, but not be limited to, pedestrian-oriented street design, traffic-calming techniques, public education, and enhanced enforcement.

### Enhance Accessibility and Equity

- **MT 12.** Update the transportation element of the County’s Comprehensive Plan with a strong focus on transit, pedestrian, and bicycle connectedness.
- **MT 13.** Prioritize safe, healthy, accessible transportation options for all with a focus on equitable access for residents facing economic, health, housing, and other challenges.

# Safety and Security

Fairfax County is a place where all people feel safe at home, school, work and in the community.



## SAFETY AND SECURITY

# Proposed Strategies

These proposed strategies were developed based on the extensive background work completed by the Strategic Planning Team. The Board will determine which strategies will be pursued, as well as when they might be undertaken. This process will be highly flexible and will adapt to respond to community conditions as they evolve over time.

### Provide Timely and Quality Services

- **SS 1.** Ensure public safety agencies have the training, equipment, and resources needed to deliver timely and effective services, and develop ways to measure and report on the quality of those services.
- **SS 2.** Strengthen community relations and trust through outreach, community engagement, partnerships, and active recruiting and hiring of qualified personnel who reflect the communities they serve.
- **SS 3.** Strengthen the partnership between Fairfax County schools and law enforcement in ways that focus on creating positive interactions and trust between students, families, staff, and police; promote a safe learning environment from elementary grades through high school and provide readily available resources in the event of an emergency.
- **SS 4.** Provide timely, quality protective services to mitigate the risk of harm and ensure the safety of children and vulnerable adults.

### Improve Adherence to Rules and Regulations

- **SS 5.** Bolster programs and resources that reduce recidivism and support successful offender re-entry programs into the community.
- **SS 6.** Partner with community and business organizations to strengthen code compliance education of property owners in order to increase their voluntary compliance and accurate reporting.
- **SS 7.** Implement proactive outreach programs in areas of the county identified as having the highest volume of calls and code violations.

### Improve Community Resilience Through Better Prevention, Preparedness and Recovery

- **SS 8.** Develop and implement risk-reduction programs to prevent or mitigate the loss of life, property and resources associated with emergencies and other disasters within a community.
- **SS 9.** Strengthen individual, family, employee, school, and community capability to facilitate effective emergency preparedness, mitigation, response, and recovery.
- **SS 10.** Leverage state, business, volunteer, and community partnerships to enhance preparedness, response, and recovery to disasters.
- **SS 11.** Enhance continuity of operations planning and training to ensure capability and continuity of essential government services in the event of an emergency.
- **SS 12.** Ensure coordinated post-incident human services and recovery assistance including case management, emergency housing, behavioral health, and family reunification.
- **SS 13.** Develop and implement a comprehensive action plan to strengthen physical security, associated security policies, and the training and education of staff to ensure county facilities and parks are safe for employees and visitors.

## SAFETY AND SECURITY

# Proposed Strategies Continued

### Ensure Equitable Administration of Justice

- **SS 14.** Work collaboratively to increase access to services and identify alternatives to adjudication and incarceration (e.g., diversion programs, specialty dockets) while protecting victims' and witnesses' rights.
- **SS 15.** Develop and implement recommendations to ensure that all community members are treated fairly and equitably in the enforcement of laws and their experiences with the adult and juvenile justice systems, whether they are defendants, victims of crime, or witnesses.

### Strengthen Resiliency of Critical Infrastructure

- **SS 16.** Conduct a comprehensive risk analysis of critical infrastructure and systems in the county and develop an action plan for the purpose of enhancing protection and resiliency.
- **SS 17.** Proactively test and assess the county's information technology systems to identify weaknesses and reduce the risks associated with cyber-attacks.



# Fairfax County Strategic Plan

Attachment 2 - Background: Goals and Drivers, Alignment with One Fairfax Equity Policy, Community Engagement Highlights, and Sample Metrics

DRAFT - September 2021

[fairfaxcounty.gov/strategicplan](https://fairfaxcounty.gov/strategicplan)

# Goals and Drivers

The following goals and drivers guided the development of the plan, and will continue to shape our future work as a county and as a community:



## ENVISION

Set a clear, unified, community-driven vision for the next 10-20 years



## INTEGRATE

Use the plan as a framework to align and integrate related countywide plans



## FOCUS

Provide a tool to prioritize county initiatives over the next 3-5 years



## PROGRESS

Communicate progress on achieving measurable outcomes to our community

## PLAN DRIVERS

We are driven by:



### EQUITY

Apply a **racial and social equity lens** to engagement efforts and strategy development



### INCLUSIVE ENGAGEMENT

Create **multiple avenues** for community, stakeholder and employee engagement



### COMMUNITY OUTCOMES

Define **community-focused** outcomes and strategies (vs. government-centric)



### DATA

Use **data-driven insights** and develop **evidence-based strategies**



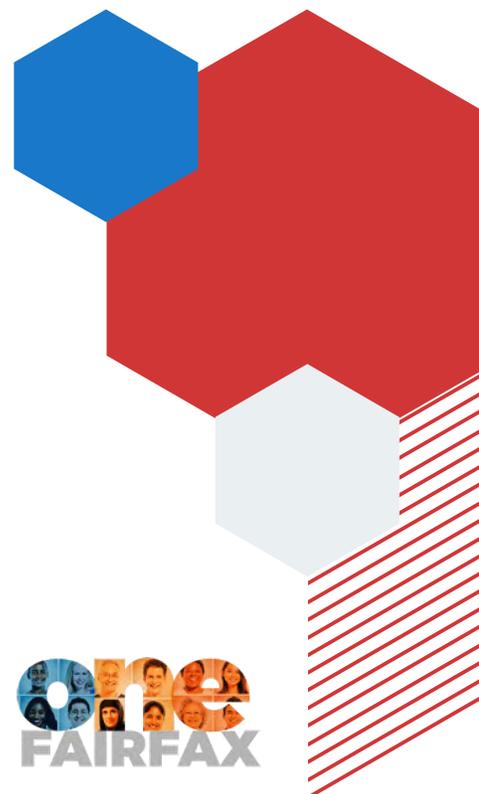
## ALIGNMENT WITH ONE FAIRFAX

# Equity Policy

While Fairfax County is a great place to live, work, play and learn, data repeatedly confirms that racial and social inequities continue to exist, which result in significant disparities in outcomes depending on who people are and where they live in the county. To address these issues, Fairfax County has embraced a vision of One Fairfax: The simple belief that ALL residents deserve an opportunity to succeed. In support of this vision, the county is committed to considering equity in everything we do, to comprehensively and systemically identify and address barriers to opportunity, and to intentionally and strategically direct resources to fill the gaps.

As our county responds to COVID-19 and continues our journey to recovery, we are facing the convergence of multiple overlapping crises, in public health, the economy, and education. In addition, national and local issues involving law enforcement repeatedly force us to confront the realities of systemic racism and unequal administration of justice. For the continued future success of our community, it is critically important to address the issues that restrict opportunity for many of the people and businesses that call Fairfax County home.

The inclusive community outreach, data-driven research, and root-cause analysis that was used to develop the Countywide Strategic Plan highlights the complex and interconnected web of systems that can support or constrain access to opportunity, including housing, health, education, transportation, and employment. As we plan for the future success of Fairfax County, we must continue to use data to prioritize building the productive capabilities of all neighborhoods and residents, through improving their connection to county assets and resources and maximizing their contribution to the continued economic and social vitality of Fairfax County.



### Creating Communities of Opportunity

As the Countywide Strategic Plan is implemented, we will focus on transforming islands of disadvantage – areas where residents face economic, educational, health, housing and other challenges – into communities of opportunity by:

#### Understanding Opportunity and Vulnerability

Using data and analytical tools to better understand the dynamics of opportunity and vulnerability within Fairfax County.

#### Targeting Interventions to Build Opportunity

Promoting the development of targeted, strategic interventions in low-opportunity areas to build and support critical support structures for residents and businesses.

#### Targeting Interventions to Connect to Opportunity

Intentionally connecting low-income and other marginalized residents to existing opportunities.

#### Encouraging the Development of an Inclusive Economy

Building on Fairfax County's strong economy through expanding opportunity for broadly shared prosperity, with a focus on people who face the greatest barriers to advancing their own success.

# COMMUNITY Engagement

Starting in early 2019, community engagement was prioritized as a central element in the development of the Proposed Countywide Strategic Plan, using multiple tools, community locations, languages, and formats to include as many people as possible, especially those who may not normally participate in a strategic planning process. While the results were truly unprecedented for a countywide strategic initiative, it is important to continue to improve and expand our approaches in alignment with the emerging Inclusive Community Engagement Framework.

## SURVEY RESPONSES

# 21,873\*

**1,275** Strategic Plan  
Overview  
Video Views

**1,585** Strategic Plan  
Podcast Plays

## SURVEY LANGUAGES

# 8

English    Korean  
Spanish    Vietnamese  
Arabic    Farsi  
Chinese    Urdu

**530** Community Outcome  
Area Video Views (English  
and Spanish)

**269** Virtual Event  
Attendance

\*The fourth community survey closes Sept. 24 and two additional community conversations have been scheduled. Numbers will be finalized in October 2021.



## INNOVATION

Survey provided at vaccination sites using a QR code while residents are waiting the required 15 minutes after receiving their vaccinations



## SAMPLE OUTREACH CHANNELS

WUST Spanish Radio

Postcards to All County ZipCodes

Fairfax Connector Bus Cards

Public Libraries and Schools

WTOP "Live Reads"

Multicultural Advisory Council

Clergy Leadership Council

Philanthropic Organizations

NewsCenter / Newswire / Newslink

Young Professional Groups

Channel 16

Golden Gazette

Social Media

Local Businesses

GMU / NVCC

Spotify Streaming

PSA Movie Theaters Videos

Community and Board Newsletters

Community Events and Fairs

## IN-PERSON EVENT PARTICIPATION

### COMMUNITY CONVERSATIONS

# 722

### EMPLOYEE SESSIONS

# 352

Plus hundreds of  
additional employees  
involved in planning  
teamwork

### COMMUNITY FOCUS GROUPS

# 433

Transportation, childcare and  
translation services offered for  
community focus group  
participants

### STAKEHOLDER SESSIONS

# 157

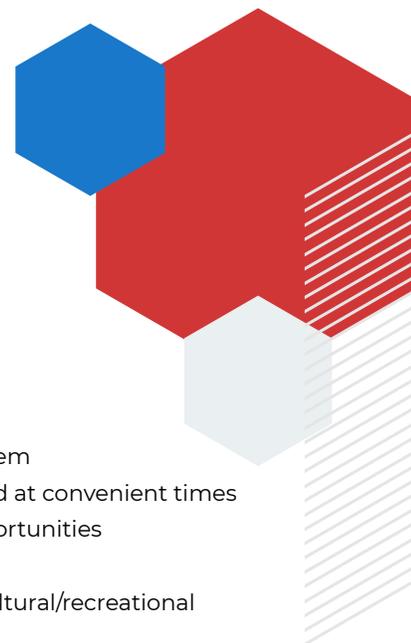
# Sample Metrics

The following sample metrics were developed during the planning process of the Countywide Strategic Plan. They are intended to support the community indicators in Attachment 1, and can be disaggregated by place and population to identify issues of inequity within each of the ten priority outcome areas.



## CULTURAL AND RECREATIONAL OPPORTUNITIES

# Sample Metrics



### Indicator: Access to Local Arts, Sports, and Cultural Opportunities

- % of residents engaged in a cultural and recreational experience in Fairfax County within the past 12 months
- # of acres [or square miles] of recreational space available in the county
- % of residents who visited a park in Fairfax County within the past 12 months
- % of residents living within a half-mile walk of a park entrance
- % of residents who are satisfied with their proximity to a park
- % of residents living within a half-mile walk of a cultural/recreational center
- % of residents who feel cultural/recreational opportunities in the county are affordable to them
- % of residents who feel that county-sponsored cultural/recreational opportunities are offered at convenient times
- % of residents who indicate that it is easy to access information on cultural/recreational opportunities
- % of community organizations that feel Fairfax County Government is a trusted partner
- # of non-Fairfax County residents visiting a county-owned facility, park, or attraction for a cultural/recreational opportunity

### Indicator: Satisfaction with Local Arts, Sports, and Cultural Opportunities

- % of individuals attending a county-sponsored cultural/recreational opportunity who found it enriching
- % of residents who feel welcome at county-sponsored cultural/recreational opportunities
- % of residents who report that they attended a cultural/recreational opportunity in the past year that represented their culture(s)
- % of residents who say they have gained a greater understanding/appreciation for other cultures in the past year
- % of residents who believe their feedback on county-sponsored cultural/recreational opportunities is considered/valued/heard

### Indicator: Awareness and Appreciation of Diverse Cultures

- % of residents who are satisfied with the amount/variety of cultural/recreational opportunities available in the past year
- % of residents saying they are satisfied with the quality of cultural/recreational opportunities offered by Fairfax County
- % of individuals participating in a Fairfax County cultural/recreational class/program/facility who report being satisfied with that class/program/facility
- % of residents who are satisfied with the cleanliness of county recreational facilities or parks
- # of social media geolocated tags/engagements in a county-sponsored cultural/recreational location or event

### Indicator: Representation of Diverse Cultures

- % of residents who feel the county is acknowledging, protecting, and preserving their historical and cultural heritage
- % of Fairfax County cultural/recreational opportunities that are offered in languages other than or in addition to English
- # of county-sponsored cultural/recreational opportunities that are held in non-county spaces.

## ECONOMIC OPPORTUNITY

# Sample Metrics

### Indicator: Healthy Businesses in a Diverse Mix of Industries

- # of jobs created by businesses in Fairfax County
- # of jobs created by Fairfax County as a result of county contracts
- # of businesses located in Fairfax County, broken down by size, industry, and ownership demographics
- # of businesses relocating to Fairfax County and the corresponding # of new jobs created
- % of businesses participating in Fairfax County business support programs or services that report high satisfaction with those programs or services

### Indicator: Economic Stability and Upward Mobility for All People

- % of households with income at or below federal poverty level
- % of individuals/families whose hourly wages meet or exceed the MIT living wage definition for their family size
- % of residents who are employed
- % of Census Designated Places in Fairfax County that have a median income equal to or greater than the countywide median income
- # and % of participants in Fairfax County-supported personal financial capability programs who achieve a positive financial capability-related outcome
- % of participants in Fairfax County-supported economic opportunity services who report that those services meet expectations

### Indicator: Preparing People for the Workforce

- % of residents with a post-secondary degree/certification
- # of jobs in Fairfax County that remain unfilled for more than six months
- # of individuals participating in Fairfax County-supported internships
- # and % of participants in Fairfax County-supported employment programs who achieve a positive employment-related outcome

### Indicator: Promoting Innovation in the Local Economy

- # of patents issued to Fairfax County-based inventors
- # of businesses located in Fairfax County owning intellectual property
- # of new startups located in Fairfax County, broken down by industry
- # of dollars of new capital investment in Fairfax County-based businesses
- Return on county investment in innovation-related activities (e.g., Economic Opportunity Reserve projects, etc.)
- # of new jobs created by high-growth startup businesses participating in Fairfax County programs
- # of dollars invested by Fairfax County in partnerships that advance innovative initiatives
- % of county-supported initiatives aimed at assisting high-growth start-up businesses that achieve their specified performance targets

### Indicator: Promoting Economic Vibrancy in All Parts of Fairfax County

- % of vacant commercial/industrial space
- % of working-age residents who both work and live in Fairfax County
- Ratio of assessed value of non-residential real estate to residential real estate
- # of dollars of Fairfax County investment in targeted activity areas and centers
- % of land development projects that exceed benchmark review time goals, broken down by project types in the land development process and benchmarked against industry norms
- % of administrative review requests/applications related to land development completed within 30 calendar days

## EFFECTIVE AND EFFICIENT GOVERNMENT

# Sample Metrics

### Indicator: Customer Satisfaction with County Services

- % of residents who rate the overall quality and accessibility of Fairfax County Government services as excellent or good
- % of customers of individual Fairfax County Government services (internal and external) who report they were satisfied with the service they received
- % of transactions that meet a specified service or performance standard (for those that have a standard)

### Indicator: Inclusive Community Engagement

- % of residents who feel they have authentic opportunities to participate in Fairfax County Government decision-making
- Difference between the demographics of appointed officials and the demographics of the population
- % of registered voters in Fairfax County who voted in the most recent local election

### Indicator: Effective and Representative County and School Workforce

- Difference between the demographics of the county government workforce and the demographics of the community
- % of Fairfax County Government positions filled within a defined period of time
- % of hiring managers who are satisfied with the applicant pool they were provided when filling a position
- # of positions that are reposted within x weeks of the original posting due to not being filled initially
- % of new hires who feel they were onboarded effectively and prepared for their positions
- % of employees who report high levels of engagement at work
- Rate of voluntary and involuntary turnover (excludes retirements)
- % of county government and school district employees who live in Fairfax County

### Indicator: Effective Technology and Quality Facilities

- % of county facilities, technology, infrastructure, and assets with a rating of “good” or better
- % of county space available for community use that was used during the times it was available/open
- % of users of county facilities who rate them as accessible, safe, and well maintained
- Energy consumption at county facilities per square footage
- % of IT projects that are rated by project sponsors and end users as successfully meeting the project requirements

NOTE: In this section of metrics, ‘county’ refers to all taxpayer-funded facilities— government buildings, board offices, community centers, parks, libraries, schools, etc.

### Indicator: Financial Sustainability and Trustworthiness

- % of residents who rate Fairfax County Government as trustworthy
- % of residents who report they understand the budget process and how the county spends money
- Amount of local taxes collected, as a % of household income
- % of audit findings in which auditors have verified the desired corrective action was fully implemented
- # of settlements and # of dollars paid out by Fairfax County Government and Fairfax County Public Schools in settlements, fines, and legal judgments

# EMPOWERMENT AND SUPPORT FOR RESIDENTS FACING VULNERABILITY

## Sample Metrics

### Indicator: All People Are Respected, Understood, and Connected

- # of residents who accessed and utilized Fairfax County Government services and programs as a direct result of targeted outreach initiatives
- % of residents utilizing services who report feeling respected and supported when receiving county- and community-based services
- % of residents who report feeling a stronger connection to their community through their participation in Fairfax County Government services and programs
- % of residents utilizing services who feel that their input is strongly considered as part of designing the services they receive

### Indicator: Services Are Easy to Access and Use

- % of residents who feel needed services are easy to access
- % of residents who feel they experience barriers in accessing and utilizing Fairfax County Government services to the point that it limits their ability to live their life to its fullest potential
- % of residents who apply for a county service who are initially placed on a waiting list
- % of residents placed on a waiting list who do not begin receiving services within the applicable mandated time frame and/or agency benchmark
- % of residents who are scheduled for and/or receive a screening or assessment for services within the applicable mandated time frame and/or agency benchmark
- % of residents who begin receiving services within the applicable mandated time frame and/or agency benchmark

### Indicator: Services Are High Quality and Coordinated

- % of residents who report they received the information and/or connection to the services they were seeking during their initial contact with county staff
- % of residents receiving county services who report that those services improve their ability to be more self-sufficient
- % of residents receiving multiple services who report that they experience those services as well integrated

### Indicator: All People Can Meet Their Basic Needs

- % of households with income/wages below the following:
  - 100% of the federal poverty level
  - 200% of the federal poverty level
  - MIT Living Wage Calculator for Fairfax County
- % of people completing a county-funded employment readiness program who become and remain employed for at least 90 days
- % of Coordinated Services Planning (CSP) clients who do not seek basic needs assistance for the same service, from CSP within six months of receiving assistance
- # of county households whose income falls below the MIT living wage but exceeds the federal poverty level

## ENVIRONMENT

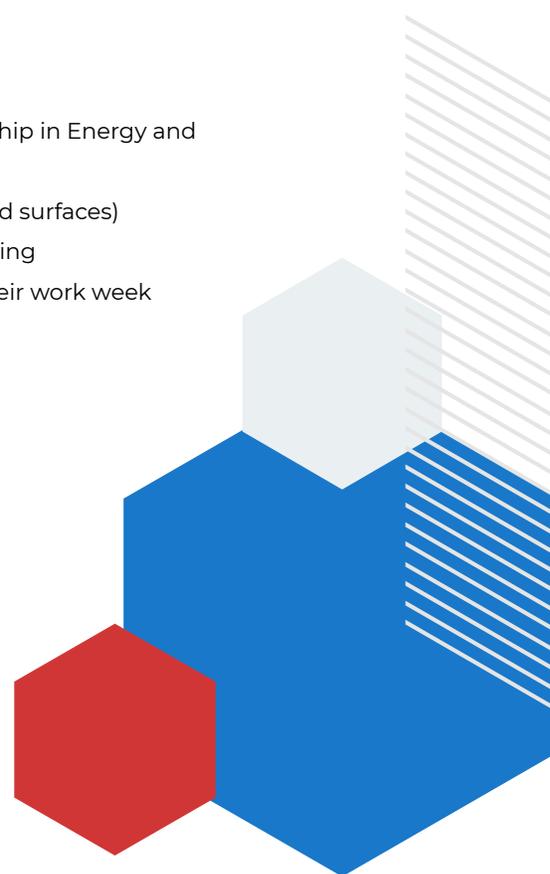
# Sample Metrics

### Indicator: Promoting Air, Water and Land Quality

- # of unhealthy air quality days annually
- # of heat advisory days annually
- % of Total Maximum Daily Load (TMDL) Chesapeake Bay pollution reduction target met
- # of linear feet of streams rehabilitated
- # of negative occurrences (back-ups and overflows) per 100 miles of water/wastewater/sewer service
- # of homes reporting flooding following a storm event
- % of county covered by tree canopy
- % of trees that are less than 6 inches in diameter

### Indicator: Supporting Sound Environmental Policy and Practices

- # of kilowatt hours of energy consumed in county buildings and facilities
- % of energy used in county facilities that comes from renewable sources
- % of square feet of county building space that is in a facility that meets Leadership in Energy and Environmental Design (LEED) or similar energy efficiency standard
- % of square miles of Fairfax County that are impervious surface (e.g., roofs, paved surfaces)
- # of tons of waste material that is diverted through reuse, repurposing or recycling
- % of employees who work compressed schedules or telework at least 20% of their work week
- % of vehicles registered to Fairfax County households that are electric-powered



## HEALTH

# Sample Metrics

### Indicator: Access to Health Services

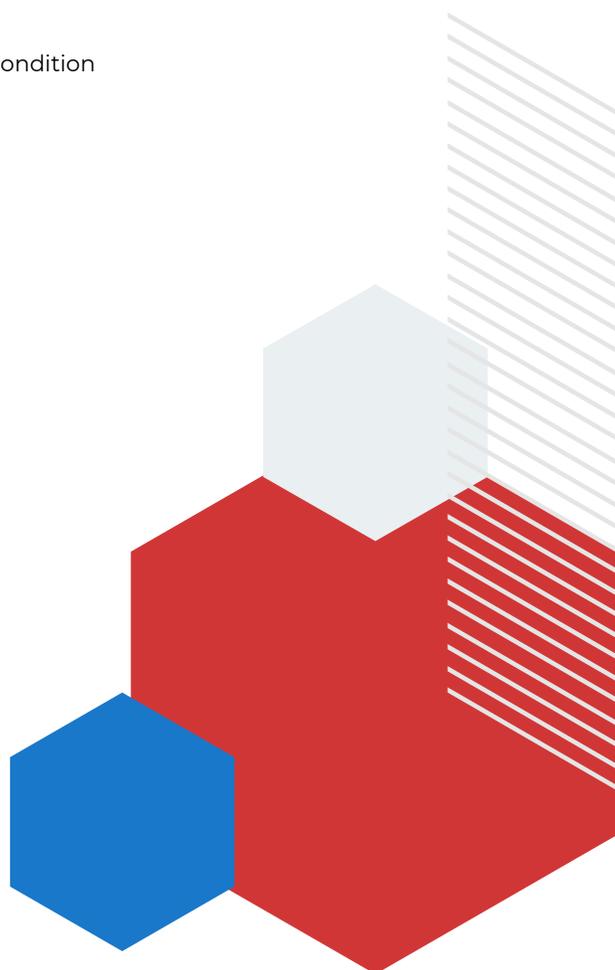
- # of health service providers per 10,000 residents
- % of residents who have seen a primary care provider within the last 12 months
- Rate of preventable hospital stays
- % of residents experiencing food insecurity
- % of households living in neighborhoods with walkability scores and bikeability scores above 50 out of 100

### Indicator: Improving Physical and Behavioral Health Conditions

- % of residents who are overweight or obese
- Hospitalization rate due to asthma
- % of residents who report having a chronic physical or behavioral health condition
- % of residents reporting depressive symptoms
- % of residents who have seriously considered or attempted suicide
- # of emergency department visits for opioid-related overdose
- Variance in rates of premature deaths in different populations

### Indicator: Promoting Health-Related Behaviors

- % of residents engaging in physical activity
- % of residents eating fruits and vegetables
- % of residents who use tobacco products
- % of residents who use alcohol or drugs



## HOUSING AND NEIGHBORHOOD LIVABILITY

# Sample Metrics

### Indicator: Affordability and Quality of Housing

- % of households that spend greater than 30% and greater than 50% of their income on housing
- # of net new housing units added that are affordable to households earning 60% of the Area Median Income (AMI) and that are directly attributable to a county government policy, program, or subsidy
- % of county renters who report their rent increased more than 3% over last year in the same place of residence
- % of eligible first-time homebuyers who receive financial assistance for a down payment or closing costs
- % of residents rating the quality of their housing as safe and decent

### Indicator: Quantity and Availability of Housing

- % of all approved and % of all newly constructed housing units in the county that are multi-unit
- # of new accessory dwelling units established in the county
- # of new affordable dwelling units and workforce dwelling units constructed
- % of older adults and residents with disabilities who report they are able to stay in the community consistent with their desires
- # of older adults who seek to relocate to an affordable assisted living facility in Fairfax County but are unable to do so
- % of new housing permits submitted that meet universal design and/or single-floor living standards
- # of acres of land and # of housing units that are dedicated to the County Redevelopment and Housing Authority or a community land trust for permanent affordable housing

### Indicator: Access to Amenities that Promote Healthy Neighborhoods

- % of county residents who live within a mile of a transit stop and a fresh food option
- % of residents living within a half-mile walk to a park entrance or a recreational facility
- # of linear feet of dedicated sidewalks and multi-use paths
- % of residents who report being actively engaged in their community (for example, volunteering, participating in community activities or having a membership in local organizations)

### Indicator: Flexibility and Adaptability of Land Use Rules

- % of land use permit and plan applicants whose interaction with the Fairfax County Government process and staff meets or exceeds their expectations for timeliness and customer service
- % of residents who feel they have the opportunity to meaningfully participate in the land development process
- % of acreage in Fairfax County zoned to a mixed-use district

### Indicator: Preventing and Ending Homelessness

- # of individuals experiencing homelessness, sheltered and unsheltered
- Ratio of # of homeless shelter beds to # of people experiencing homelessness
- # of permanent supportive housing units (or beds)
- % of households in shelters who move to permanent affordable housing

## LIFELONG EDUCATION AND LEARNING

# Sample Metrics

### Indicator: Access to Early Childhood Education

- % of 0 to 5-year-olds enrolled in an early childhood development program
- % of children entering kindergarten who meet age-appropriate developmental expectations
- # of households using parent/family center services
- # of 0 to 5 year-olds participating in county-funded early childhood development programs
- % of children enrolled in FCPS and Head Start early-childhood development programs who attend at least 90% of scheduled days
- % of eligible children participating in county-provided early childhood development programs

### Indicator: Supporting Academic Achievement

- % of students who are reading at grade level by third grade
- % of students passing eighth-grade Algebra I
- % of high school students who either pass a college-level exam or earn an industry certification before graduation
- % of students conversant in more than one language
- % of full-time high school and post-secondary students who graduate on time
- % of families indicating the support they receive from family leaders, parent liaisons and/or other county and FCPS staff is useful and high quality

### Indicator: Supporting Career-Based Training

- % of high school students who believe there is a realistic path to pursue meaningful career opportunities
- # of students enrolled in and % who successfully complete county-coordinated career and technical education programs
- % of residents with some form of post-secondary degree/certification
- # of county-provided post-secondary programs designed for residents with special needs.
- % of students with special needs who are employed after high school

### Indicator: Participation in Learning Opportunities

- % of residents who report they are aware of county-offered lifelong learning opportunities
- % of participants in county-offered lifelong learning programs who rated those programs as achieving their desired learning objective
- % of residents who are library cardholders and used it in the past year
- % of adult residents engaged in lifelong learning on a regular basis
- % of residents who report their county-provided training program was able to accommodate their special need(s)

### Indicator: Quality and Accessibility of Technology

- # of households who do not have internet access at home
- % of residents who believe they have the technology and competency needed to be effective digital learners
- % of instructors in FCPS and other county-supported learning environments who feel they have the technology needed to deliver a quality learning experience

### Indicator: English Language Proficiency

- % of residents who report their English language proficiency is a barrier to success for themselves and their family
- % of residents whose primary language is other than English who report they felt included in and had access to learning opportunities
- # of adult participants in language-proficiency classes/programs offered through libraries and community partners
- % of adult participants of language-proficiency classes/programs offered through libraries and community partners who report their language proficiency improved

## MOBILITY AND TRANSPORTATION

# Sample Metrics

### Indicator: Efficient and Varied Transportation Options

- % of residents with a commute of 30 minutes or less
- % of trips in a single-occupancy vehicle
- % of commuters using non-auto travel mode options (e.g., transit, bike, walk)
- # of cars on the road daily per lane mile
- # of vehicle miles traveled per capita
- % of county residents and in-county workers who rate the amount of congestion as good/improving
- % of county residents and county-based employees who work compressed schedules or telework at least 20 percent of their work week
- % of residents who live within a half-mile of a viable, non-car transportation option transit stop or bike trail
- % of residents who feel they have effective connectedness to community hubs and multi-modal transportation
- # of mode transfers per public transit commuter
- # of smart city initiatives (e.g., autonomous vehicles, electric vehicles, smart signalization) incorporated in the county

### Indicator: Infrastructure Condition, Sustainability and Environmental Impact

- # of new sidewalk miles with a width of at least 5 feet
- % of road lane miles with a condition of "good" or better
- # of road miles that meet "Complete Street" program criteria

### Indicator: Traveler Safety

- # of traffic-related fatalities and injuries by mode per capita
- Crime rate in public transportation facilities
- % of bus stops with a shelter
- % of intersections with adequately marked and/or signaled pedestrian crossings
- # of streets with safe speeds for pedestrian and bicycle travel through implementation of traffic calming techniques, road diets, enforcement, etc.
- % of households living in neighborhoods with walkability scores and bikeability scores above 50 out of 100
- % of children who live close enough to walk or bike to school safely
- % of residents who feel safe while driving, riding, walking, or biking within Fairfax County

### Indicator: Accessibility, Affordability and Equity

- % of households that spend more than 15% of household income on transportation
- % of residents who feel transit is affordable to them
- % of workers based in Fairfax County who work for employers that provide a transit subsidy

## SAFETY AND SECURITY

# Sample Metrics

### Indicator: Following Laws and Regulations

- % of Fairfax County residents, workers and visitors who feel safe in their community
- # of violent crimes per 1,000 residents. (homicide, sex offenses, robbery, and aggravated assault)
- # of bias crimes and incidents per 1,000 residents
- # of drug and narcotic incidents per 1,000 residents
- # of property crimes per 1,000 residents (burglary, larceny, motor vehicle theft, arson, destruction)
- % of code compliance violations that are resolved/corrected by property owner within 30 days
- % of county employees that pass internal information technology phishing tests

### Indicator: Timeliness and Quality of Emergency Response

- % of recipients of emergency services who feel the response to their emergency was delivered timely and effectively
- % of emergency calls for service that are responded to within industry or county standards/benchmarks
- % of use of force incidents that are deemed “in compliance”
- % of public safety calls for service that result in arrest vs. no arrest
- % of public safety personnel who feel they have the proper training and equipment to effectively perform their job
- % of first inspections conducted within five business days after code compliance complaint is received
- % of residents who believe Fairfax County police officers to be fair and just
- # of total days spent in foster care by Fairfax County children ages 0-18

### Indicator: Effective and Equitable Administration of Justice

- % of released offenders from jail who do not reoffend within three years
- Variance of enforcement efforts, arrests, prosecution, convictions and sentencing rates among different demographic populations
- % of cases diverted from formal court process to alternative criminal justice programs
- % of people (victims, accused and witnesses) who feel they were treated fairly during enforcement and judicial processes

### Indicator: Safety-Related Prevention and Preparedness

- % of Fairfax County Government employees who have completed emergency management training (mitigation, preparedness, response, and recovery)
- % of residents who subscribe to Fairfax County Government's emergency notifications
- % of residents who report they are prepared for 72 hours after an emergency

### Indicator: Reliable and Secure Critical Infrastructure

- % of critical infrastructure assets with positive performance ratings
- # of county facilities that meet minimum security standards
- # of legacy information technology systems identified to be retired/replaced with more secure and modern alternatives
- % of residents who experience disruption in critical infrastructure after an event

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. *City of Eugene, Or, et al. v. Federal Communications Commission, et al.*, Case No. 19-4161 (Sixth Circuit)
  - 2. *Declaratory Judgment Action Pending in State Corporation Commission filed by T-Mobile Northeast*, Case No. PST-2019-00010 (Va. State Corp. Comm'n)
  - 3. *Final Order on Virginia Electric and Power Company's Motion to Extend In-Service Construction Date for Idylwood Substation Rebuild*, Case No. PUR-2017-00002 (Va. State Corp. Comm'n) (County-wide)
  - 4. *David Berry, Carol A. Hawn, Helen H. Webb, and Adrienne A. Whyte v. Board of Supervisors of Fairfax County*, Case No. CL-2021-0003366 (Fx. Co. Cir. Ct.) (Countywide)
  - 5. *Darrell Williams v. County of Fairfax and TransDev Services, Inc.*; Case No. CL-2021- 0011151 (Fx. Co. Cir. Ct.)
  - 6. *Cesar Esteves v. Buffa, 4485*, Case No. GV21-013316 (Fx. Co. Gen. Dist. Ct.)
  - 7. *Elizabeth Perry, Virginia Maintenance Code Official v. Joan B. Barrows Trust*, Case No. GV21-11170 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
  - 8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kurt Adam Janssen*, Case No. GV21-14338 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

9. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia and Leslie B. Johnson, Fairfax County Zoning Administrator v. Jean John Aidonis, Case No. 21-1943 (4th Cir.) (Hunter Mill District)*
10. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Corsica Realty Group, LLC, Case No. CL-2021-0012483 (Fx. Co. Cir. Ct.) (Hunter Mill District)*
11. *Jay Riat, Building Code Official v. Omar R. Sangid and Diana Mazid, Case No. GV21-14872 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District, Town of Vienna)*
12. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Sandra C. Urrutia, Case No. CL-2011-0013511 (Fx. Co. Cir. Ct.) (Lee District)*
13. *Hiba Aziz, Building Official v. Mizanur Rahman and Maria Rabeya Rahman, Case No. GV21-11177 (Fx. Co. Gen. Dist. Ct.) (Lee District)*
14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Glenn E. Cannon and Gloria J. Cannon, Case No. GV21-11839 (Fx. Co. Gen. Dist. Ct.) (Lee District)*
15. *Jay Riat, Building Official for Fairfax County, Virginia v. Helen M. Teklay, Case No. GV21-11840 (Fx. Co. Gen. Dist. Ct.) (Lee District)*
16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Shimeles Legese, Ayda Mengistu, and Tsige Mengistu, Case No. GV21-013406 (Fx. Co. Gen. Dist. Ct.) (Lee District)*
17. *Jay Riat, Building Official for Fairfax County, Virginia v. Max Pro Construction, LLC, Case No. GV21-013942 (Fx. Co. Gen. Dist. Ct.) (Lee District)*
18. *Jay Riat, Building Official v. Imran Hafiz, Case No. GV21-147871 (Fx. Co. Gen. Dist. Ct.) (Lee District)*
19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. George M. Yaworsky and Zenia M. Yaworsky, Case No. CL-2018-0014854 (Fx. Co. Cir. Ct.) (Mason District)*
20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Blanca Gutierrez and Elias A. Gutierrez, Case No. CL-2021-0001603 (Fx. Co. Cir. Ct.) (Mason District)*
21. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jonathan Q. Morgan and Naoko Morgan, Case No. CL-2021-0001602 (Fx. Co. Cir. Ct.) (Mason District)*

22. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Andrew Francis Zaccardi*, Case No. CL-2021-0010002 (Fx. Co. Cir. Ct.) (Mason District)
23. *Jay Riat, Building Official for Fairfax County, Virginia v. Jian Liu*, Case No. GV21-004457 (Fx. Co. Gen. Dist. Ct.) (Mason District)
24. *Brian F. Foley, Building Official for Fairfax County, Virginia v. Juan Carlos Rojas-Lujan*, Case No. GV21-005239 (Fx. Co. Gen. Dist. Ct.) (Mason District)
25. *Brian F. Foley, Building Official for Fairfax County, Virginia v. Ramon Tobias Rodriguez Romero*, Case No. GV21-005605 (Fx. Co. Gen. Dist. Ct.) (Mason District)
26. *Leslie B. Johnson, Zoning Administrator, and Elizabeth Perry, Virginia Maintenance Code Official v. Tewodage Mulugeta*, Case No. CL-2021-0007589 (Fx. Co. Cir. Ct.) (Mason District)
27. *Hollin Hills Park Preservation v. Civic Association of Hollin Hills, Augustine J. Matson, Patrick K. Kelly, and Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2021-0000848 (Fx. Co. Cir. Ct.) (Mount Vernon District)
28. *In re: March 10, 2021, Decision of the Board of Zoning Appeals of Fairfax County, Virginia; Harmony Hills Equestrian Center, Inc., and Terry Abrams v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2021-0004806 (Fx. Co. Cir. Ct.) (Mount Vernon District)
29. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Douglas 2817 LLC*, Case No. CL-2021-0009574 (Fx. Co. Cir. Ct.) (Mount Vernon District)
30. *Jay Riat, Building Official for Fairfax County, Virginia v. Jeffrey S. Chown*, Case No. GV21-007842 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
31. *Leslie B. Johnson, Fairfax County Zoning Administrator v. LZ Rentals, LLC*, Case No. CL-2021-0012482 (Fx. Co. Cir. Ct.) (Providence District)
32. *Jay Riat, Building Code Official for Fairfax County, Virginia v. Kubrat, LLC*, Case No. GV21-012050 (Fx. Co. Gen. Dist. Ct.) (Providence District)
33. *Jay Riat, Building Code Official v. Jose Roberto Marques, Jr.*, Case No. GV21-14874 (Fx. Co. Gen. Dist. Ct.) (Providence District)
34. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Nga Huynh and Nhan Huynh*, Case No. CL-2021-0012190 (Fx. Co. Cir. Ct.) (Springfield District)

35. *Hiba Aziz, Building Official for Fairfax County, Virginia v. William A. Taylor and Elisa Taylor*, Case No. GV21-010212 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
36. *Jay Riat, Building Official for Fairfax County, Virginia v. Arjumand A. Akhtar*, Case No. GV21-010617 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
37. *Jay Riat, Building Official for Fairfax County, Virginia v. Infill by Design, LLC*, Case Nos. GV21-012957 & GV21-012958 (Fx. Co. Gen. Dist. Ct.) (Springfield District, Town of Clifton)
38. *Jay Riat, Building Official for Fairfax County, Virginia v. Hndyguy, LLC*, Case No. GV21-013945 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
39. *Board of Supervisors of Fairfax County v. TNJ Realty, Inc. d/b/a RE/MAX Allegiance and Faye Henris*, Case No. GV21-14337 (Fx. Co. Gen. Dist. Ct.) (Providence District)
40. *Board of Supervisors of Fairfax County v Tobacco King of Vape, CBD, Kratom*, Case No. GV21-11844 (Fx. Co. Gen. Dist. Ct.) (Mason District)
41. *Board of Supervisors of Fairfax County v Bravo Peruvian Chicken*, Case No. GV21-11845 (Fx. Co. Gen. Dist. Ct.) (Sully District)
42. *Board of Supervisors of Fairfax County v. 1STOPCONNECT, LLC*, Case No. GV21-11841 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

Board Agenda Item  
October 5, 2021

3:30 p.m.

Public Hearing on RZ 2020-BR-001 (Christopher Land, LLC) to Rezone from R-1 to PDH-3 to Permit Residential Development with an Overall Density of 2.71 Dwelling Units per Acre and Approval of the Conceptual Development Plan, Located on Approximately 4.43 Acres of Land (Braddock District)

This property is located at the N. terminus of Banting Dr. and W. terminus of Caprino Ct. approx. 400 ft. W. of Braddock Rd. Tax Map 69-1 ((1)) 31A and 31B.

On September 14, 2021, the Board of Supervisors deferred this public hearing to October 5, 2021, at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:

On July 14, 2021, the Planning Commission voted 10-0 (Chairman Murphy and Commissioner Bennett were absent from the meeting) to recommend to the Board of Supervisors approval of RZ 2020-BR-001, subject to the execution of proffered conditions consistent with those dated July 9, 2021, and a modification of Sect. 10-104.3.B of the Zoning Ordinance to permit a 6-foot tall fence in the front yard of Lot 31A during Phase 1.

In a related action, the Planning Commission voted 10-0 (Chairman Murphy and Commissioner Bennett were absent from the meeting) to approve FDP 2020-BR-001, subject to the Final Development Plan conditions dated July 12, 2021.

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)  
Sunny Yang, Planner, DPD

Board Agenda Item  
October 5, 2021

3:30 p.m.

Public Hearing to Consider Adopting an Ordinance to Expand the Singleton's Grove Community Parking District (Sully District)

ISSUE:

Proposed amendment to Appendix M of *The Code of the County of Fairfax, Virginia* (Fairfax County Code) to expand the Singleton's Grove Community Parking District (CPD).

RECOMMENDATION:

The County Executive recommends that the Board adopt the amendment to the Fairfax County Code shown in Attachment I to expand the Singleton's Grove CPD.

TIMING:

On September 14, 2021, the Board authorized advertisement of a public hearing to consider the proposed amendment to Appendix M of the *Fairfax County Code*, which would take place on October 5, 2021, at 3:30 p.m.

BACKGROUND:

Fairfax County Code Section 82-5B authorizes the Board to expand a CPD for the purpose of prohibiting or restricting the parking of the following vehicles on the streets in the CPD: watercraft; boat trailers; motor homes; camping trailers; and any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in Virginia Code § 46.2-341.4.

No such CPD shall apply to (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location, (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power, (iii) restricted vehicles temporarily parked on a public street within any such CPD for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip, (iv) restricted vehicles that are temporarily parked on a public street within any such CPD for use by federal, state, or local public agencies to provide services.

Board Agenda Item  
October 5, 2021

When the Singleton's Grove CPD was established in 2008, an approximately 150-foot portion of Old Centreville Road, located within Virginia Department of Transportation (VDOT) right-of-way and within an area that was zoned residential, was included in all documentation leading up to approval. However, this 150-foot portion of Old Centreville Road was omitted from the final approval for unknown reasons. Since then, several trailers and recreational vehicles have been parked here without restriction. Fairfax County Department of Transportation (FCDOT) staff, in coordination with the Office of the County Attorney (OCA), have determined that this 150-foot portion of public roadway should have been included in the original application, which was, at that time, subject to, and in accordance with, the provisions of Fairfax County Code Section 82-5B. Therefore, by direct request from the Sully District Supervisor's Office, staff recommends approval of expanding the CPD to include the additional 150 feet of residentially zoned public right-of-way on Old Centreville Road.

The parking prohibition identified above for the CPD is proposed to be in effect seven days per week, 24 hours per day.

FISCAL IMPACT:

The cost of sign installation is estimated to be \$150. It will be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Amendment to the *Fairfax County Code*, Appendix M (CPD Restrictions)

Attachment II: Area Map of Proposed Singleton's Grove CPD

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

Henri Stein McCartney, Sr. Transportation Planner, FCDOT

Charisse Padilla, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

F. Hayden Codding, Assistant County Attorney

PROPOSED CODE AMENDMENT

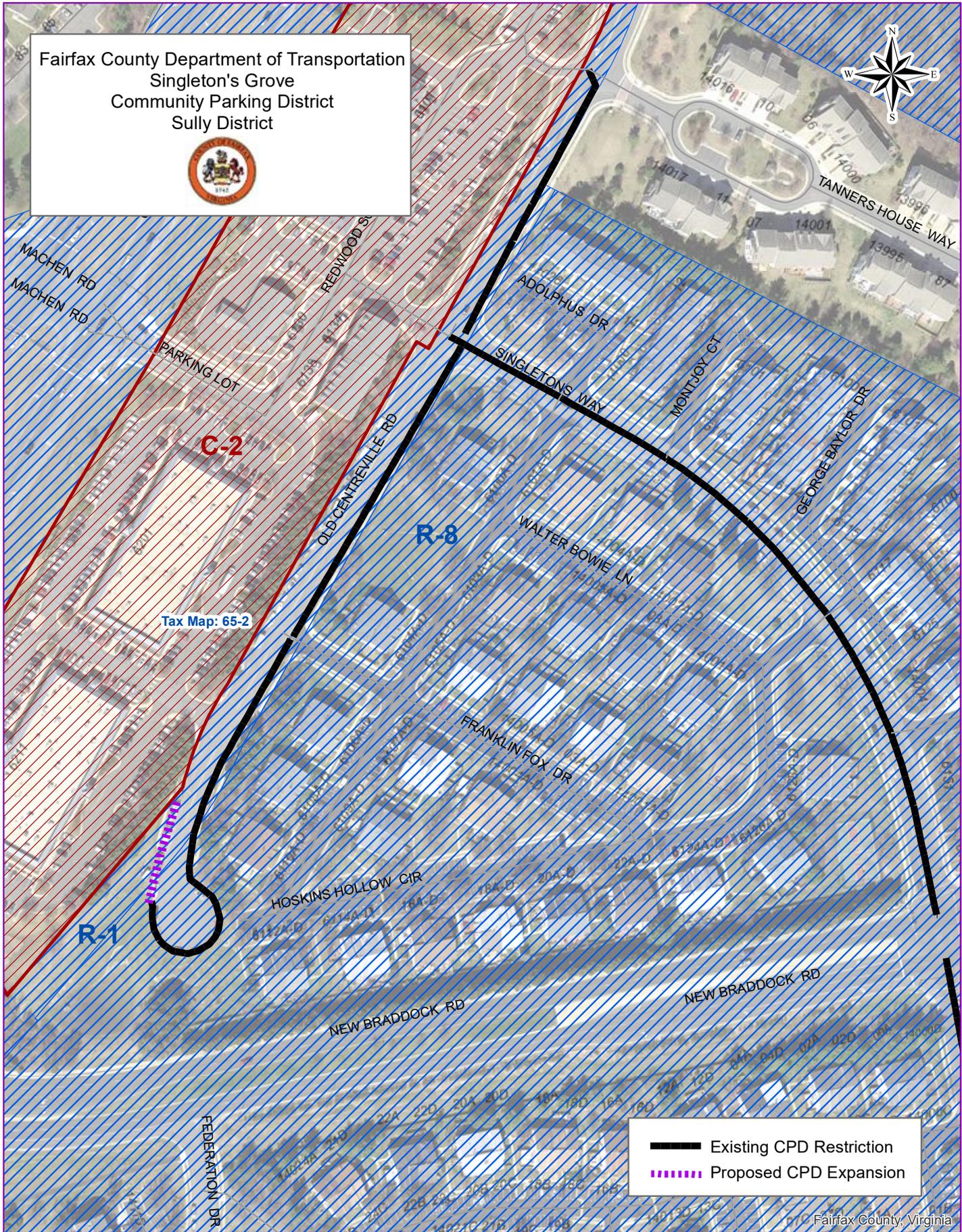
THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA  
APPENDIX M

Amend *The Code of the County of Fairfax, Virginia*, by modifying the following street in Appendix M-59, Section (a)(2), Singleton's Grove Community Parking District, in accordance with Article 5B of Chapter 82:

Old Centreville Road (Route 858)

From Tanners House Way, east side, to the cul-de-sac inclusive; ~~east side only and, west side, from the cul-de-sac to the commercial zoning boundary, within the residentially zoned area.~~

Fairfax County Department of Transportation  
Singleton's Grove  
Community Parking District  
Sully District



 Existing CPD Restriction  
 Proposed CPD Expansion

Board Agenda Item  
October 5, 2021

3:30 p.m.

Public Hearing for the Enlargement of Small and Local Sanitary Districts for Refuse/Recycling and Vacuum Leaf Collection Services (Mason District)

ISSUE:

Board of Supervisors to conduct a Public Hearing for the Enlargement of Small and Local Sanitary Districts for Refuse/Recycling and Vacuum Leaf Collection Services.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the proposed petitions to change small and local sanitary districts for refuse/recycling and/or leaf collection service in accordance with the Board of Supervisor's Adopted Criteria for the Creation of Small or Local Sanitary Districts.

<u>Sanitary District</u>	<u>Action</u>	<u>Service</u>	<u>Recommendation</u>
Small District 2 Within Mason District (Pleasant Ridge Area)	Enlarge	Refuse, Recycling, & Vacuum Leaf	Approve

TIMING:

Board of Supervisors authorized to advertise on July 27, 2021, for a Public Hearing to be held on October 5, 2021, at 3:30 p.m.

BACKGROUND:

The administrative responsibility for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of sanitary districts is accomplished through the action of the Board of Supervisors at public hearings. Prior to any action by the Board of Supervisors on a proposed small or local sanitary district, certain relevant standards and criteria must be met in accordance with the Board of Supervisors' adopted criteria for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the petition

Board Agenda Item  
October 5, 2021

meets the Board of Supervisors' Adopted Criteria.

Staff recommends that the enlargement of Pleasant Ridge Area for refuse/recycling and vacuum leaf collection be approved. If approved, the modification will become permanent on January 1, 2022.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Summary Sheet

Attachment 2: Data Sheet with Proposed Resolution and Map (Pleasant Ridge Area)

STAFF:

Rachel Flynn, Deputy County Executive

Christopher S. Herrington, Director, Department of Public Works and Environmental Services (DPWES)

John W. Kellas, Deputy Director, DPWES

Board Agenda Item  
October 5, 2021

Attachment 1

## SUMMARY SHEET

Proposed alterations to the following small and local sanitary districts for refuse/recycling and/or leaf collection service:

1. Enlarge Small District 2 within Mason District for the purpose of providing refuse/recycling and vacuum leaf Collection Services to Pleasant Ridge Area.

DATA SHEET  
Enlarge  
Small District 2  
Within the Mason District

Purpose: To provide County Refuse/Recycling and Vacuum Leaf Collection Service to the Pleasant Ridge Area.

- Petition requesting service received July 9, 2019.
- Petition Area: 109 Properties.
- 71 Property Owners in favor.
- 26 property owners opposed.
- 12 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved, effective January 1, 2022.

Board Agenda Item  
October 5, 2021

ADOPTION OF A RESOLUTION  
TO ENLARGE SMALL DISTRICT 2  
FOR REFUSE, RECYCLING, AND VACUUM LEAF COLLECTION SERVICES  
WITHIN MASON DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 27<sup>th</sup> day of July, 2021, it was proposed by said Board to adopt a resolution to enlarge a small district known as Small District 2 within Mason District to include Pleasant Ridge area for the purpose of providing for refuse/recycling and vacuum leaf collection to be effective January 1, 2022, and the Clerk of said Board was directed to cause notice thereof by publication once a week for two consecutive weeks in a newspaper published in or having general circulation in said County, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY  
October 5, 2021  
COMMENCING AT 3:30 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a small/local sanitary district by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed small sanitary district will be benefited by enlarging the small sanitary district for the purpose of providing for refuse/recycling and vacuum leaf collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed enlargement of a small sanitary district, pursuant to Virginia Code Section 15.2-858, as amended, to be known as Small District 2 within Mason District, Fairfax County, Virginia, which said enlargement of the small sanitary district shall be described as follows:

Board Agenda Item  
October 5, 2021

The enlargement of Small District 2 within Mason District to include Pleasant Ridge Area located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Small District 2 within Mason District is hereby created to wit:

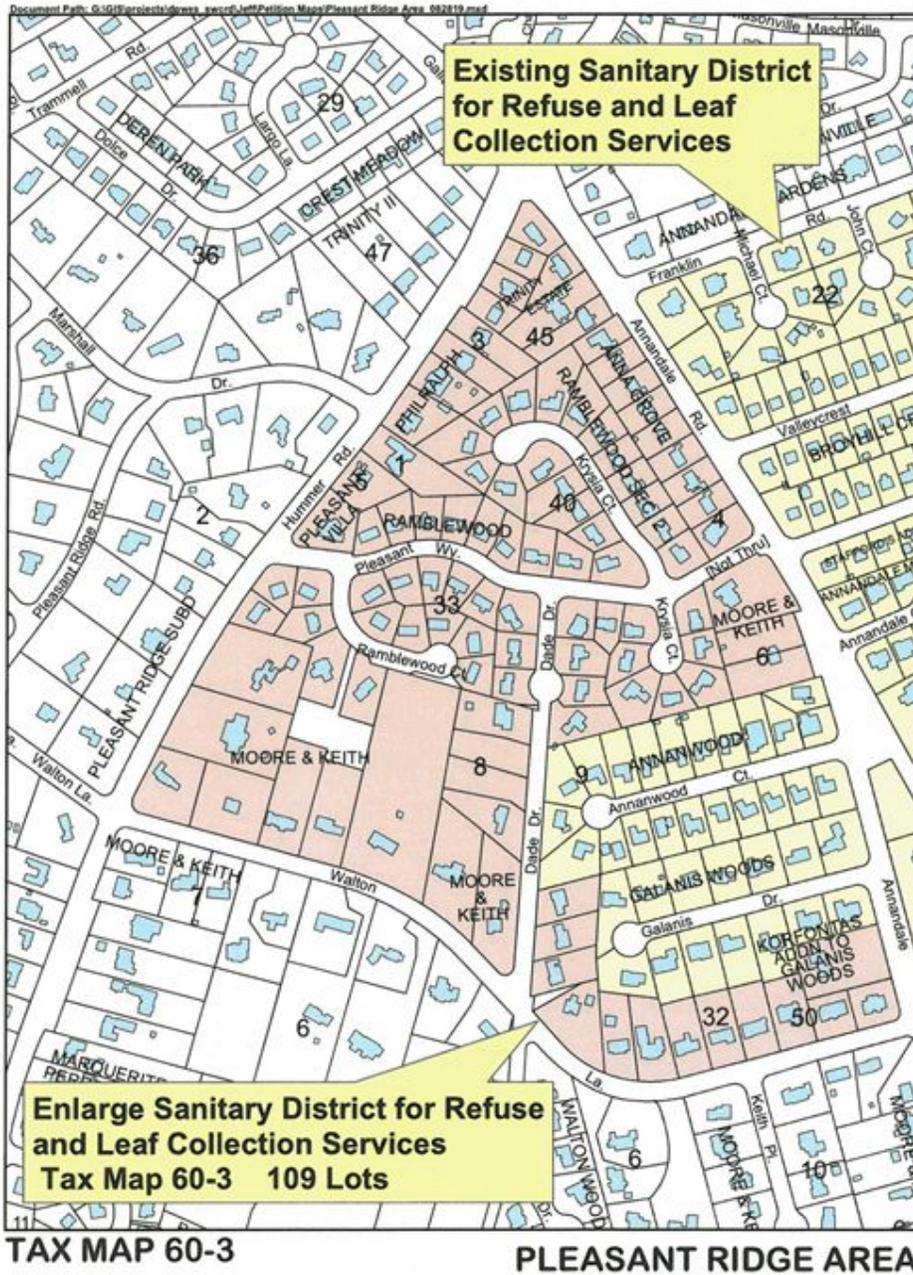
To provide refuse/recycling and vacuum leaf collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of October, 2021

---

Jill G. Cooper  
Clerk for the Board of Supervisors

Board Agenda Item  
October 5, 2021



Board Agenda Item  
October 5, 2021

3:30 p.m.

Public Hearing for the Creation of Small and Local Sanitary Districts for Refuse/Recycling Collection Services (Braddock District)

ISSUE:

Board of Supervisors to conduct a Public Hearing for the Creation of Small and Local Sanitary Districts for Refuse/Recycling Collection Service.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the proposed petitions to change small and local sanitary districts for refuse/recycling and/or leaf collection service in accordance with the Board of Supervisor's Adopted Criteria for the Creation of Small or Local Sanitary Districts.

<u>Sanitary District</u>	<u>Action</u>	<u>Service</u>	<u>Recommendation</u>
Small District 3 Within Braddock District (Canterbury Woods Area)	Create	Refuse & Recycling	Approve

TIMING:

Board of Supervisors authorized to advertise on July 27, 2021, for a Public Hearing to be held on October 5, 2021, at 3:30 p.m.

BACKGROUND:

The administrative responsibility for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of sanitary districts is accomplished through the action of the Board of Supervisors at public hearings. Prior to any action by the Board of Supervisors on a proposed small or local sanitary district, certain relevant standards and criteria must be met in accordance with the Board of Supervisors' adopted criteria for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the petition

Board Agenda Item  
October 5, 2021

meets the Board of Supervisors' Adopted Criteria.

Staff recommends that the creation of the Canterbury Woods Area for refuse and recycling collection be approved. If approved, the modification will become permanent on January 1, 2022.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Summary Sheet

Attachment 2: Data Sheet with Proposed Resolution and Map (Canterbury Woods Area)

STAFF:

Rachel Flynn, Deputy County Executive

Christopher S. Herrington, Director, Department of Public Works and Environmental Services (DPWES)

John W. Kellas, Deputy Director, DPWES

Board Agenda Item  
October 5, 2021

Attachment 1

## SUMMARY SHEET

Proposed alterations to the following small and local sanitary districts for refuse/recycling collection service:

1. Create Small District 3 within Braddock District for the purpose of providing refuse/recycling Collection Services to Canterbury Woods Area.

DATA SHEET  
Create  
Small District 3  
Within the Braddock District

Purpose: To provide County Refuse/Recycling Collection Service to Canterbury Woods Area.

- Petition requesting service received January 22, 2020.
- Petition Area: 517 Properties.
- 292 Property Owners in favor.
- 141 property owners opposed.
- 84 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved. If approved, services will become effective January 1, 2022.

Board Agenda Item  
October 5, 2021

ADOPTION OF A RESOLUTION  
TO CREATE SMALL DISTRICT 3  
FOR REFUSE AND RECYCLING COLLECTION SERVICES  
WITHIN BRADDOCK DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 27<sup>th</sup> day of July, 2021, it was proposed by said Board to adopt a resolution to create a small district known as Small District 3 within Braddock District to include Canterbury Woods area for the purpose of providing for refuse/recycling collection to be effective January 1, 2022, and the Clerk of said Board was directed to cause notice thereof by publication once a week for two consecutive weeks in a newspaper published in or having general circulation in said County, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY  
October 5, 2021  
COMMENCING AT 3:30 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a small/local sanitary district by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed small sanitary district will be benefited by creating the small sanitary district for the purpose of providing for refuse/recycling collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed creation of a small sanitary district, pursuant to Virginia Code Section 15.2-858, as amended, to be known as Small District 3 within Braddock District, Fairfax County, Virginia, which said creation of the small sanitary district shall be described as follows:

Board Agenda Item  
October 5, 2021

The creation of Small District 3 within Braddock District to include Canterbury Woods Area located in the County of Fairfax, Virginia, and as shown on the attached map.

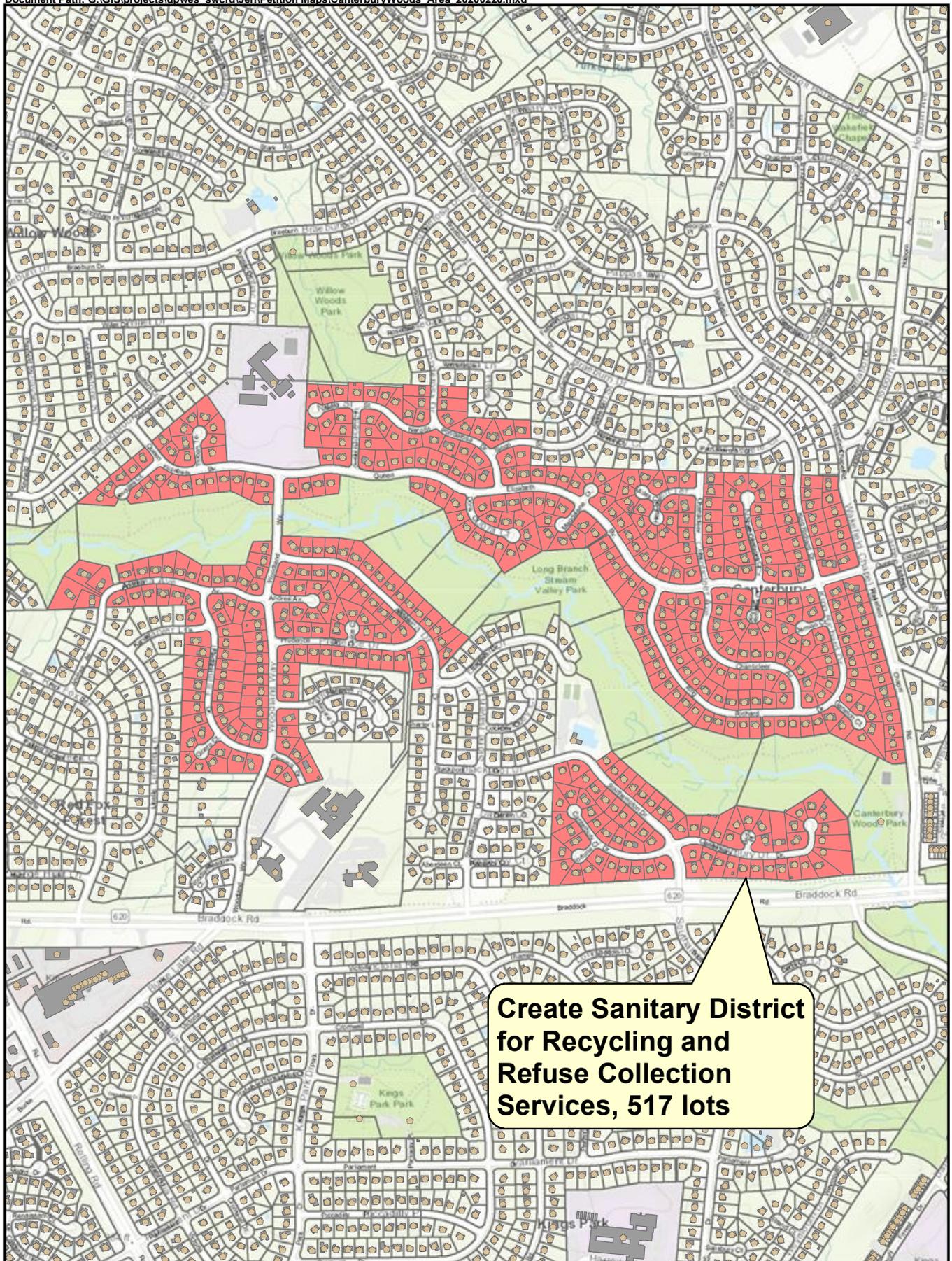
AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Small District 3 within Braddock District is hereby created to wit:

To provide refuse/recycling collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of October, 2021

---

Jill G. Cooper  
Clerk for the Board



**Create Sanitary District  
for Recycling and  
Refuse Collection  
Services, 517 lots**

**Tax Maps 69-4, 70-1 & 70-3**

**CANTERBURY WOODS AREA**

Board Agenda Item  
October 5, 2021

3:30 p.m.

Public Hearing for the Creation of Small and Local Sanitary Districts for Refuse/Recycling and Vacuum Leaf Collection Services (Lee District)

ISSUE:

Board of Supervisors to conduct a Public Hearing for the Creation of Small and Local Sanitary Districts for Refuse/Recycling and Vacuum Leaf Collection Services.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the proposed petitions to change small and local sanitary districts for refuse/recycling and/or leaf collection service in accordance with the Board of Supervisor's Adopted Criteria for the Creation of Small or Local Sanitary Districts.

<u>Sanitary District</u>	<u>Action</u>	<u>Service</u>	<u>Recommendation</u>
Local District 1-F Within Lee District (Grayson Street Area)	Create	Refuse, Recycling, & Vacuum Leaf	Approve

TIMING:

Board of Supervisors authorized to advertise on July 27, 2021, for a Public Hearing to be held on October 5, 2021, at 3:30 p.m.

BACKGROUND:

The administrative responsibility for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of sanitary districts is accomplished through the action of the Board of Supervisors at public hearings. Prior to any action by the Board of Supervisors on a proposed small or local sanitary district, certain relevant standards and criteria must be met in accordance with the Board of Supervisors' adopted criteria for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the petition

Board Agenda Item  
October 5, 2021

meets the Board of Supervisors' Adopted Criteria.

Staff recommends that the creation of the Grayson Street Area for refuse/recycling and vacuum leaf collection be approved. If approved, the modification will become permanent on January 1, 2022.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Summary Sheet

Attachment 2: Data Sheet with Proposed Resolution and Map (Grayson Street Area)

STAFF:

Rachel Flynn, Deputy County Executive

Christopher S. Herrington, Director, Department of Public Works and Environmental Services (DPWES)

John W. Kellas, Deputy Director, DPWES

Board Agenda Item  
October 5, 2021

Attachment 1

## SUMMARY SHEET

Proposed alterations to the following small and local sanitary districts for refuse/recycling and/or leaf collection service:

1. Create Local District 1-F within Lee District for the purpose of providing refuse/recycling and vacuum leaf Collection Services to Grayson Street Area.

DATA SHEET  
Create  
Local District 1-F  
Within the Lee District

Purpose: To provide County Refuse/Recycling and Vacuum Leaf Collection Service to the Grayson Street Area.

- Petition requesting service received August 21, 2019.
- Petition Area: 74 Properties.
- 49 Property Owners in favor.
- 5 property owners opposed.
- 20 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved. If approved, services will be effective January 1, 2022.

Board Agenda Item  
October 5, 2021

ADOPTION OF A RESOLUTION  
TO CREATE LOCAL DISTRICT 1-F  
FOR REFUSE, RECYCLING, AND VACUUM LEAF COLLECTION SERVICES  
WITHIN LEE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 27<sup>th</sup> day of July, 2021, it was proposed by said Board to adopt a resolution to create a local district known as Local District 1-F within Lee District to include Grayson Street area for the purpose of providing for refuse/recycling and vacuum leaf collection to be effective January 1, 2022, and the Clerk of said Board was directed to cause notice thereof by publication once a week for two consecutive weeks in a newspaper published in or having general circulation in said County, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY  
October 5, 2021  
COMMENCING AT 3:30 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a small/local sanitary district by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed local sanitary district will be benefited by creating the local sanitary district for the purpose of providing for refuse/recycling and vacuum leaf collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed creation of a local sanitary district, pursuant to Virginia Code Section 15.2-858, as amended, to be known as Local District 1-F within Lee District, Fairfax County, Virginia, which said creation of the local sanitary district shall be described as follows:

Board Agenda Item  
October 5, 2021

The creation of Local District 1-F within Lee District to include Grayson Street Area located in the County of Fairfax, Virginia, and as shown on the attached map.

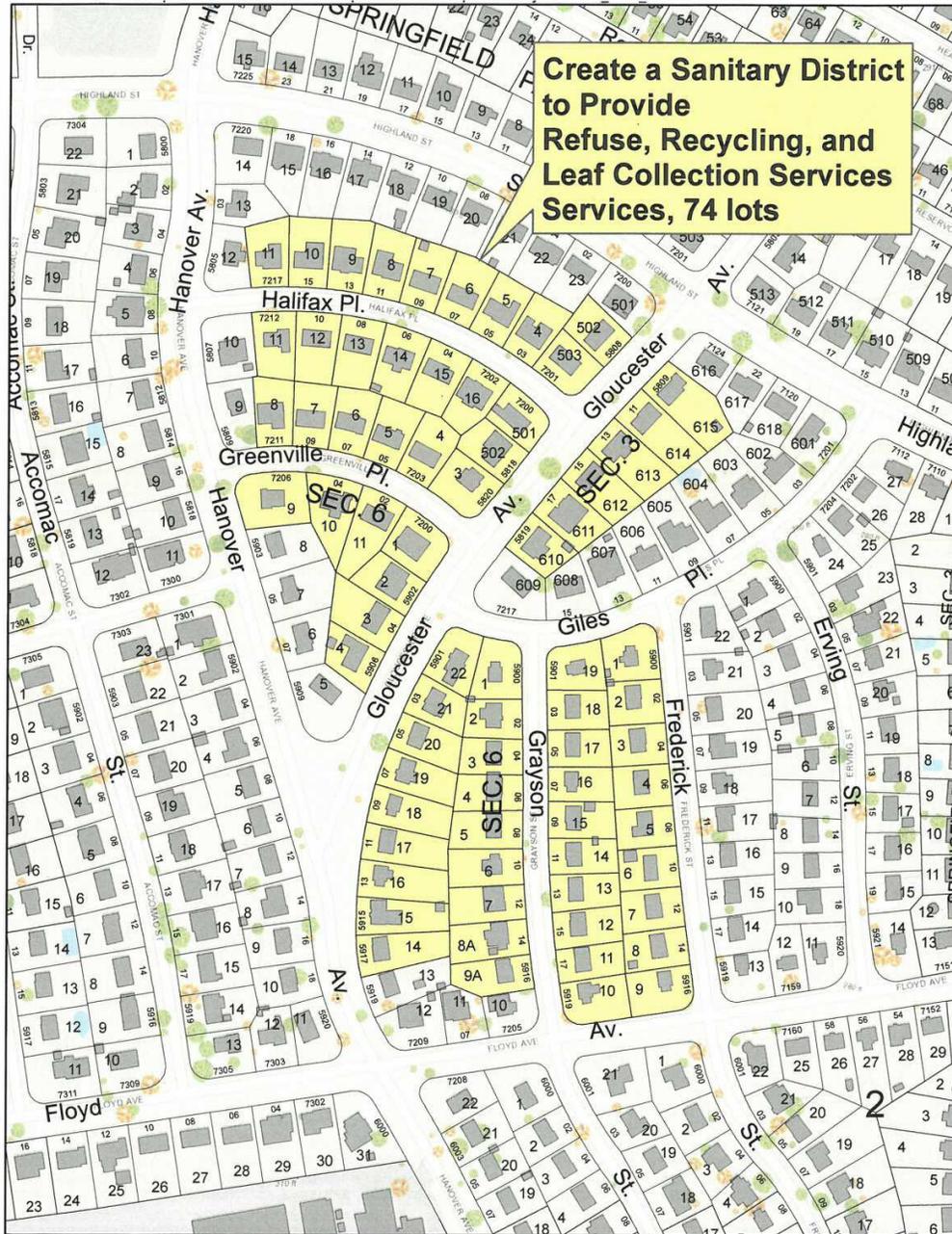
AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Local District 1-F within Lee District is hereby created to wit:

To provide refuse/recycling and vacuum leaf collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of October, 2021

---

Jill G. Cooper  
Clerk for the Board



TAX MAPS; 80-1 & 80-3

GRAYSON STREET AREA

Board Agenda Item  
October 5, 2021

3:30 p.m.

Public Hearing for the Enlargement and Creation of Four Small and Local Sanitary Districts for Refuse/Recycling Collection Services (Dranesville District)

ISSUE:

Board of Supervisors to conduct a Public Hearing for the Creation and Enlargement of Small and Local Sanitary Districts for Refuse/Recycling Collection Services.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the proposed petitions to change small and local sanitary districts for refuse/recycling and/or leaf collection service in accordance with the Board of Supervisor's Adopted Criteria for the Creation of Small or Local Sanitary Districts.

<u>Sanitary District</u>	<u>Action</u>	<u>Service</u>	<u>Recommendation</u>
Small District 9 Within Dranesville District (Haycock Road Area)	Enlarge	Refuse & Recycling	Approve
Local District 1-A1 Within Dranesville District (Potomac Hills Area)	Create	Refuse & Recycling	Approve
Local District 1-G Within Dranesville District (McLean Manor Area)	Create	Refuse & Recycling	Approve
Local District 1-A1 Within Dranesville District (McLean Manor Area)	Enlarge	Refuse & Recycling	Approve

TIMING:

Board of Supervisors authorized to advertise on July 27, 2021, for a Public Hearing to be held on October 5, 2021, at 3:30 p.m.

Board Agenda Item  
October 5, 2021

BACKGROUND:

The administrative responsibility for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of sanitary districts is accomplished through the action of the Board of Supervisors at public hearings. Prior to any action by the Board of Supervisors on a proposed small or local sanitary district, certain relevant standards and criteria must be met in accordance with the Board of Supervisors' adopted criteria for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts.

The submitted petitions have been reviewed, and it has been determined that the petitions meet the Board of Supervisors' Adopted Criteria.

Staff recommends that all creations and enlargements of small and/or local sanitary districts for refuse/recycling collection be approved. If approved, the modifications will become permanent on January 1, 2022.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Summary Sheet

Attachment 2: Data Sheet with Proposed Resolution and Map (Haycock Road Area)

Attachment 3: Data Sheet with Proposed Resolution and Map (Potomac Hills Area)

Attachment 4: Data Sheet with Proposed Resolution and Map (McLean Manor Area)

Attachment 5: Data Sheet with Proposed Resolution and Map (McLean Manor Area)

STAFF:

Rachel Flynn, Deputy County Executive

Christopher S. Herrington, Director, Department of Public Works and Environmental Services (DPWES)

John W. Kellas, Deputy Director, DPWES

## SUMMARY SHEET

Proposed alterations to the following small and local sanitary districts for refuse/recycling collection service:

1. Enlarge Small District 9 within Dranesville District for the purpose of providing refuse/recycling collection services to Haycock Road Area.
2. Create Local District 1-A1 within Dranesville District for the purpose of providing refuse/recycling collection services to Potomac Hills Area.
3. Create Local District 1-G within Dranesville District for the purpose of providing refuse/recycling collection services to McLean Manor Area.
4. Enlarge Local District 1-A1 within Dranesville District for the purpose of providing refuse/recycling collection services to McLean Manor Area.

DATA SHEET  
Enlarge  
Small District 9  
Within Dranesville District

Purpose: To provide County Refuse/Recycling Collection Service to the Haycock Road area.

- Petition requesting service received May 7, 2019.
- Petition Area: 115 Properties.
- 85 Property Owners in favor.
- 22 property owners opposed.
- 8 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved. If approved, services will be effective January 1, 2022.

Board Agenda Item  
October 5, 2021

ADOPTION OF A RESOLUTION  
TO ENLARGE SMALL DISTRICT 9  
FOR REFUSE AND RECYCLING COLLECTION SERVICES  
WITHIN DRANESVILLE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 27<sup>th</sup> day of July, 2021, it was proposed by said Board to adopt a resolution to enlarge a small district known as Small District 9 within Dranesville District to include Haycock Road area for the purpose of providing for refuse/recycling collection to be effective January 1, 2022, and the Clerk of said Board was directed to cause notice thereof by publication once a week for two consecutive weeks in a newspaper published in or having general circulation in said County, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY  
October 5, 2021  
COMMENCING AT 3:30 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the Enlargement by the Board of Supervisors of Fairfax County, Virginia, of a small/local sanitary district by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed local sanitary district will be benefited by enlarging the small sanitary district for the purpose of providing for refuse/recycling collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed enlargement of a small sanitary district, pursuant to Virginia Code Section 15.2-858, as amended, to be known as Small District 9 within Dranesville District, Fairfax County, Virginia, which said enlargement of the small sanitary district shall be described as follows:

Board Agenda Item  
October 5, 2021

The enlargement of Small District 9 within Dranesville District to include Haycock Road area located in the County of Fairfax, Virginia, and as shown on the attached map.

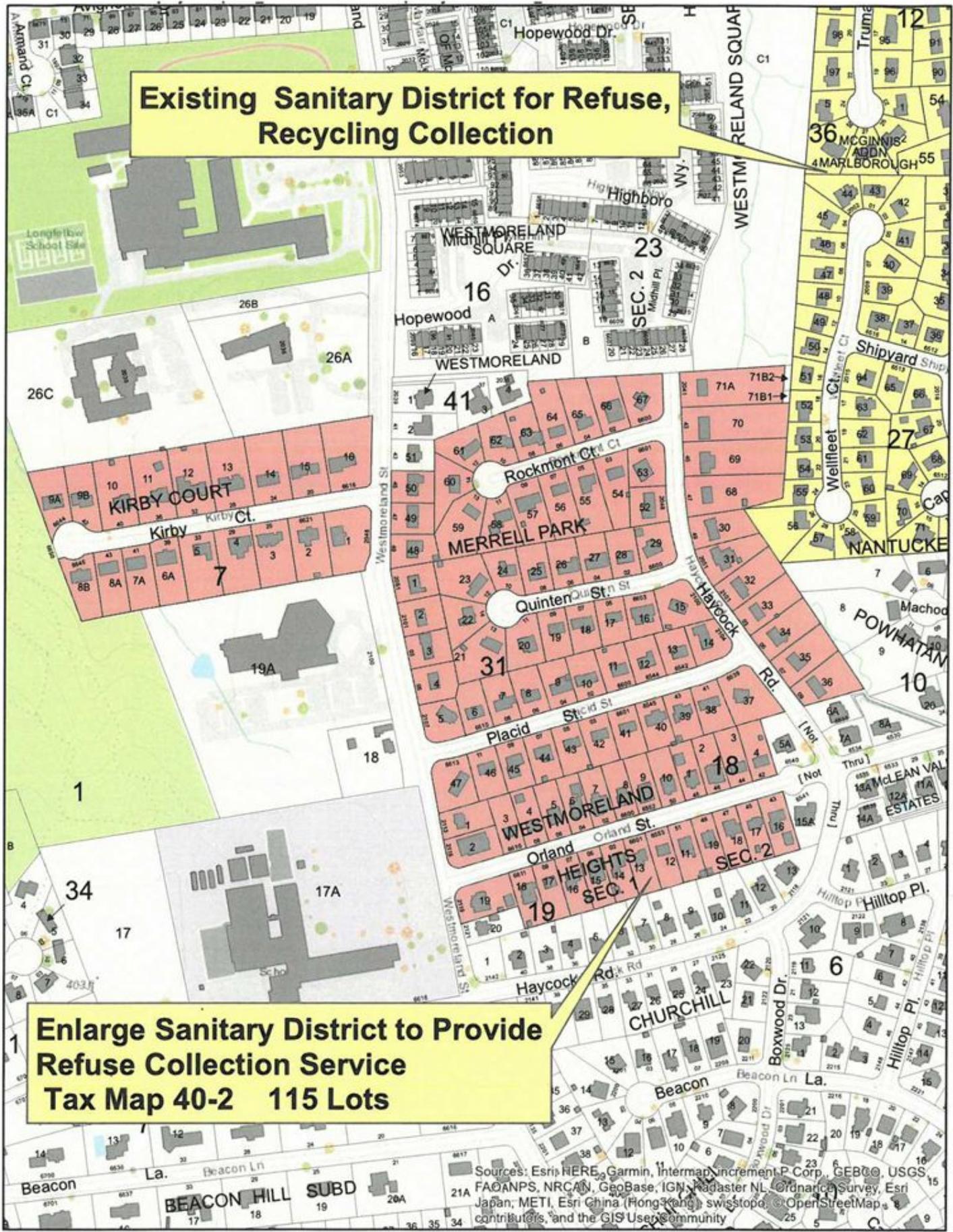
AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Small District 9 within Dranesville District is hereby enlarged to wit:

To provide refuse/recycling collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of October, 2021

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Jill Cooper  
Clerk to the Board



**Existing Sanitary District for Refuse, Recycling Collection**

**Enlarge Sanitary District to Provide Refuse Collection Service  
Tax Map 40-2 115 Lots**

Sources: Esri, HERE, Garmin, Intermap, increment P. Corp., GEBCO, USGS, FAO, ANPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, OpenStreetMap contributors, and the GIS User community

**TAX MAP 40-2**

**HAYCOCK ROAD AREA**

DATA SHEET  
Create  
Local District 1-A1  
Within Dranesville District

Purpose: To provide County Refuse/Recycling Collection Service to the Potomac Hills area.

- Petition requesting service received January 31, 2020.
- Petition Area: 114 Properties.
- 68 Property Owners in favor.
- 5 property owners opposed.
- 41 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved. If approved, services will be effective January 1, 2022.

Board Agenda Item  
October 5, 2021

ADOPTION OF A RESOLUTION  
TO CREATE LOCAL DISTRICT 1-A1  
FOR REFUSE AND RECYCLING COLLECTION SERVICES  
WITHIN DRANESVILLE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 27<sup>th</sup> day of July, 2021, it was proposed by said Board to adopt a resolution to create a local district known as Local District 1-A1 within Dranesville District to include Potomac Hills area for the purpose of providing for refuse/recycling collection to be effective January 1, 2022, and the Clerk of said Board was directed to cause notice thereof by publication once a week for two consecutive weeks in a newspaper published in or having general circulation in said County, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY  
October 5, 2021  
COMMENCING AT 3:30 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a small/local sanitary district by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed local sanitary district will be benefited by creating the local sanitary district for the purpose of providing for refuse/recycling collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed creation of a local sanitary district, pursuant to Virginia Code Section 15.2-858, as amended, to be known as Local District 1-A1 within Dranesville District, Fairfax County, Virginia, which said creation of the local sanitary district shall be described as follows:

Board Agenda Item  
October 5, 2021

The creation of Local District 1-A1 within Dranesville District to include Potomac Hills area located in the County of Fairfax, Virginia, and as shown on the attached map.

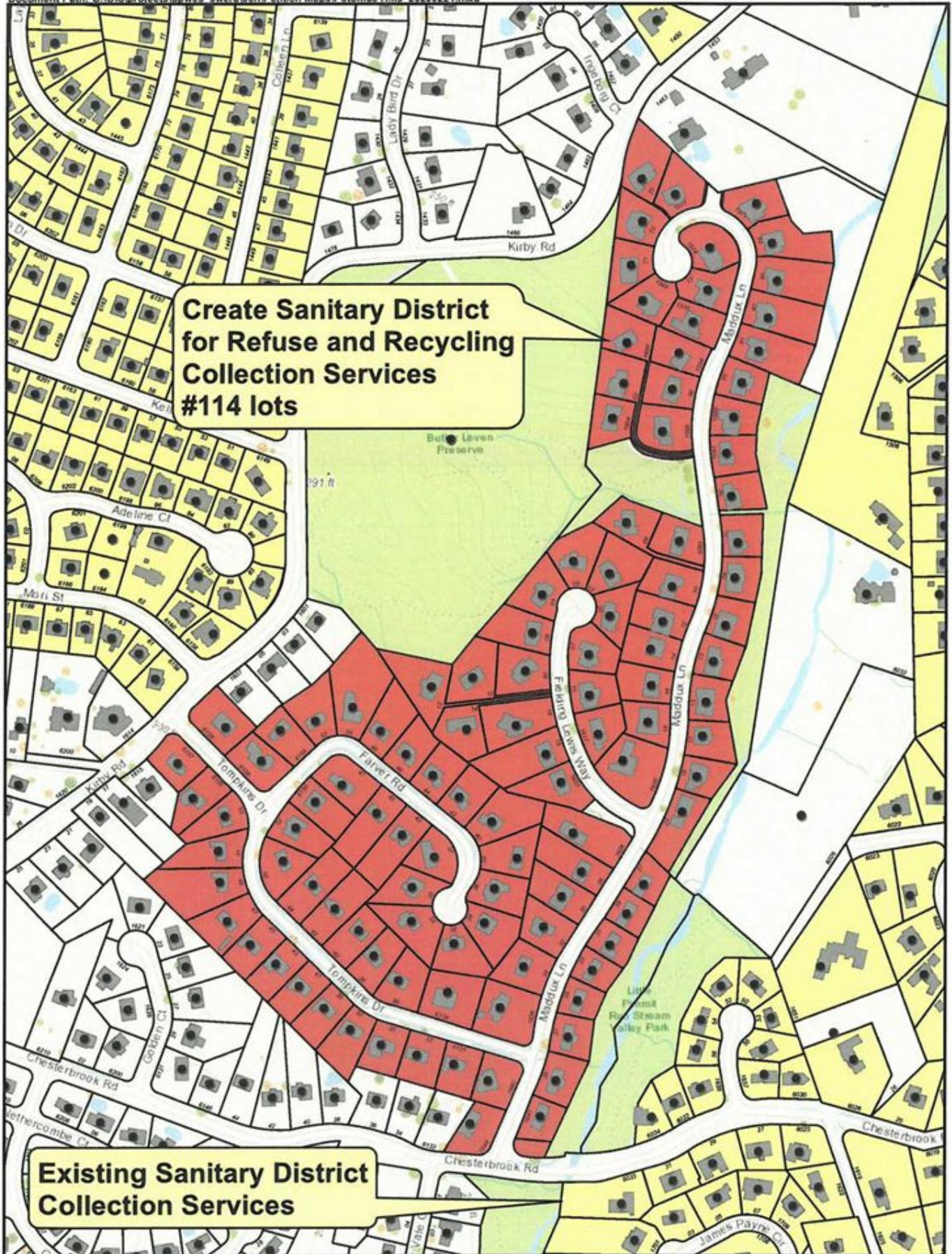
AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Local District 1-A1 within Dranesville District is hereby created to wit:

To provide refuse/recycling collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of October, 2021

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Jill Cooper  
Clerk to the Board



Tax Maps 31-3 & 31-4

# POTOMAC HILLS AREA

DATA SHEET  
Create  
Local District 1-G  
Within Dranesville District

Purpose: To provide County Refuse/Recycling Collection Service to the McLean Manor area.

- Petition requesting service received November 13, 2019.
- Petition Area: 54 Properties.
- 37 Property Owners in favor.
- 14 property owners opposed.
- 3 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved. If approved, services will be effective January 1, 2022.

Board Agenda Item  
October 5, 2021

ADOPTION OF A RESOLUTION  
TO CREATE LOCAL DISTRICT 1-G  
FOR REFUSE AND RECYCLING COLLECTION SERVICES  
WITHIN DRANESVILLE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 27<sup>th</sup> day of July, 2021, it was proposed by said Board to adopt a resolution to create a local district known as Local District 1-G within Dranesville District to include McLean Manor area for the purpose of providing for refuse/recycling collection to be effective January 1, 2022, and the Clerk of said Board was directed to cause notice thereof by publication once a week for two consecutive weeks in a newspaper published in or having general circulation in said County, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY  
October 5, 2021  
COMMENCING AT 3:30 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section *15.2-858*, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a small/local sanitary district by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed local sanitary district will be benefited by creating the local sanitary district for the purpose of providing for refuse/recycling collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed creation of a local sanitary district, pursuant to Virginia Code Section *15.2-858*, as amended, to be known as Local District 1-G within Dranesville District, Fairfax County, Virginia, which said creation of the local sanitary district shall be described as follows:

Board Agenda Item  
October 5, 2021

The creation of Local District 1-G within Dranesville District to include McLean Manor area located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Local District 1-G within Dranesville District is hereby created to wit:

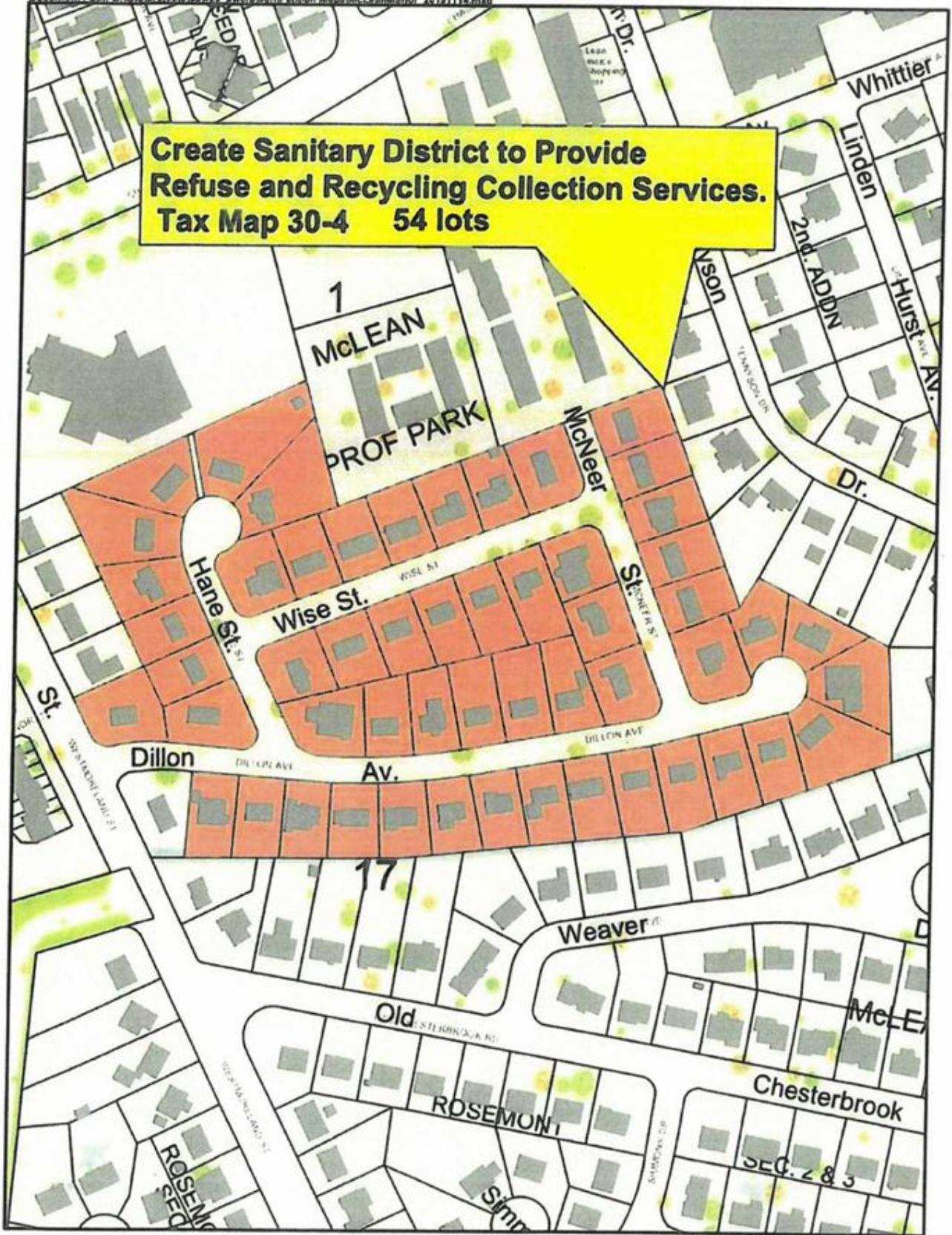
To provide refuse/recycling collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of October, 2021

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Jill Cooper  
Clerk to the Board

**Create Sanitary District to Provide  
Refuse and Recycling Collection Services.  
Tax Map 30-4 54 lots**



Tax Maps 30-4

**MCLEAN MANOR**

DATA SHEET  
Enlarge  
Local District 1-G  
Within Dranesville District

Purpose: To provide County Refuse/Recycling Collection Service to the McLean Manor area.

- Petition requesting service received March 10, 2020.
- Petition Area: 104 Properties.
- 63 Property Owners in favor.
- 15 property owners opposed.
- 26 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved. If approved, services will be effective January 1, 2022.

Board Agenda Item  
October 5, 2021

ADOPTION OF A RESOLUTION  
TO ENLARGE LOCAL DISTRICT 1-A1  
FOR REFUSE AND RECYCLING COLLECTION SERVICES  
WITHIN DRANESVILLE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 27<sup>th</sup> day of July, 2021, it was proposed by said Board to adopt a resolution to enlarge a local district known as Local District 1-A1 within Dranesville District to include McLean Manor area for the purpose of providing for refuse/recycling collection to be effective January 1, 2022, and the Clerk of said Board was directed to cause notice thereof by publication once a week for two consecutive weeks in a newspaper published in or having general circulation in said County, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY  
October 5, 2021  
COMMENCING AT 3:30 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the enlargement by the Board of Supervisors of Fairfax County, Virginia, of a small/local sanitary district by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed local sanitary district will be benefited by enlarging the local sanitary district for the purpose of providing for refuse/recycling collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed enlargement of a local sanitary district, pursuant to Virginia Code Section 15.2-858, as amended, to be known as Local District 1-A1 within Dranesville District, Fairfax County, Virginia, which said enlargement of the local sanitary district shall be described as follows:

Board Agenda Item  
October 5, 2021

The enlargement of Local District 1-A1 within Dranesville District to include McLean Manor area located in the County of Fairfax, Virginia, and as shown on the attached map.

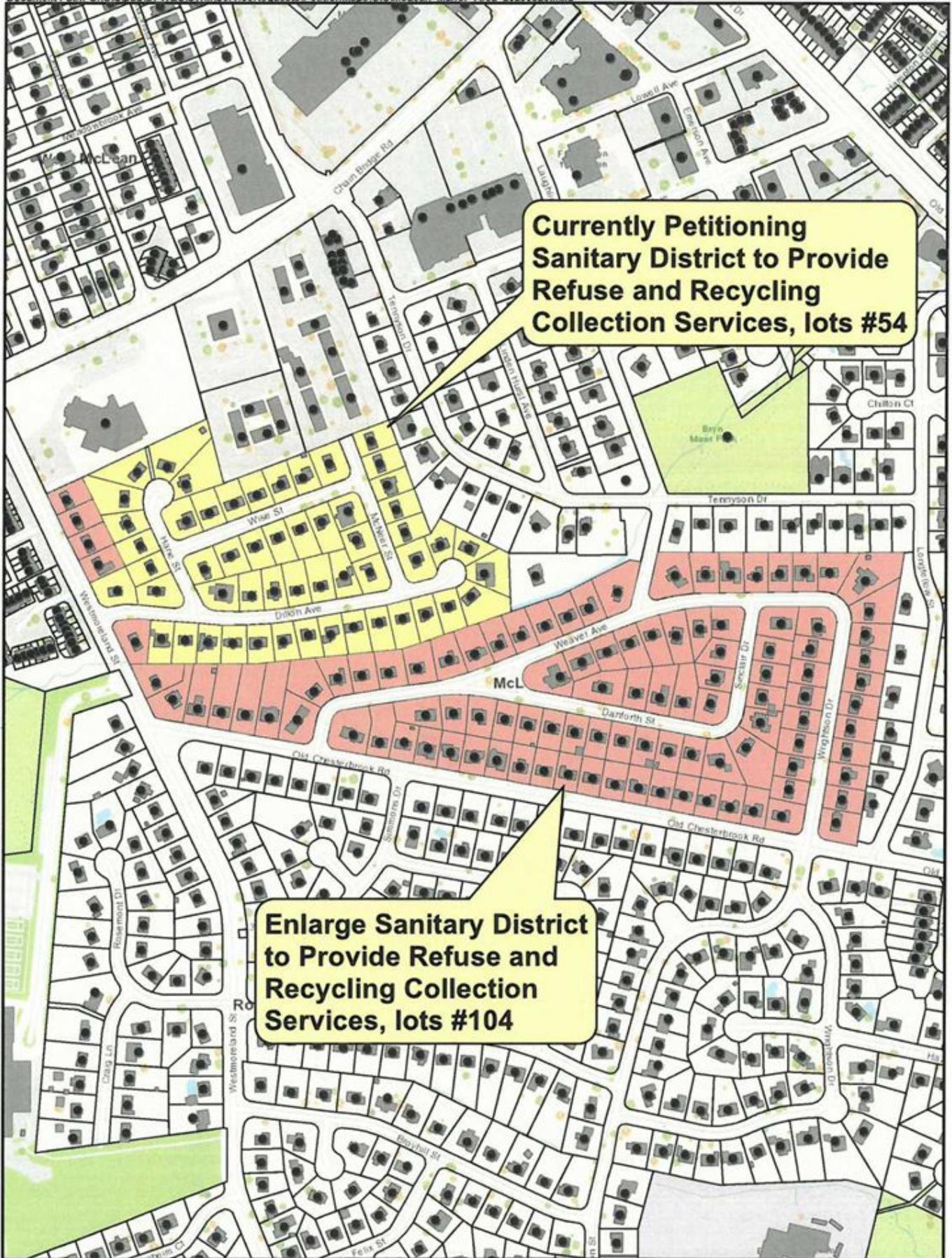
AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Local District 1-A1 within Dranesville District is hereby enlarged to wit:

To provide refuse/recycling collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of October, 2021

---

Jill Cooper  
Clerk to the Board



**Currently Petitioning  
Sanitary District to Provide  
Refuse and Recycling  
Collection Services, lots #54**

**Enlarge Sanitary District  
to Provide Refuse and  
Recycling Collection  
Services, lots #104**

Board Agenda Item  
October 5, 2021

3:30 p.m.

Public Hearing on the Proposed Issuance of a Subordinate Wastewater Revenue Bond, Series 2021A in Connection with Fairfax County Economic Development Authority Fairfax County Facilities Revenue Bonds, Series 2021A (Braddock District)

ISSUE:

Per the Code of Virginia Section 15.2-2606, the County must advertise and hold a public hearing before authorizing Subordinate Wastewater Revenue Bond Series 2021A (the Subordinate Wastewater Bond) in connection with the Fairfax County Economic Development Authority (EDA) Fairfax County Facilities Revenue Bonds, Series 2021A (the EDA Bonds). While project bids will be opened in late October, the County currently estimates that the EDA Bonds will be issued to fund up to \$93 million in project costs (plus issuance expenses) in late October, and proceeds will be used to construct a joint Stormwater and Wastewater operational facility.

The Subordinate Wastewater Bond portion of the total EDA Bonds is estimated to be \$25 million. The Subordinate Wastewater Bond will be issued to the EDA to evidence the Wastewater System's obligation to pay for its allocable share of the debt service on the EDA Bonds.

RECOMMENDATION:

The County Executive recommends that the Board hold a public hearing on the sale of the Subordinate Wastewater Revenue Bond to the EDA.

TIMING:

Immediate. On September 14, 2021, the Board authorized advertisement of a public hearing to be held on October 5, 2021, at 3:30 p.m. The public hearing was advertised on September 17, and September 24, 2021. The bond sale is anticipated to occur in late October 2021, and close in early November 2021.

BACKGROUND:

On September 7, 2021, County staff provided a Not in Package (NIP) to the Board and on September 14, 2021, County staff provided an Administrative Item to the Board in advance of this Public Hearing. The NIP provided a comprehensive overview of the plan of finance for the Subordinate Wastewater Revenue Bond in connection with the EDA Bonds, supplemented with similar information contained in the Administrative Item. The following summarizes the details provided in the NIP and Administrative Item.

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The joint Stormwater / Wastewater Facility will consolidate Stormwater functions and operations with Wastewater functions to maximize efficiencies and provide for future growth requirements. The Stormwater Planning Division (SWPD), the Maintenance and Stormwater Management Division (MSMD), the Wastewater Collections Division (WCD) and the Wastewater Planning and Monitoring Division (WPMD) will be co-located at one facility. Both Planning Divisions currently work out of the Government Center and the MSMD operates from the West Drive location. MSMD has outgrown the West Drive facilities which are aging and are restricted for expansion by the City of Fairfax. The WCD works from the Robert McGrath facility on Freds Oak Road and is in need of a complete renovation because of its age. The consolidated facility will provide additional infrastructure and efficiencies for operations, and incorporate systems and features to achieve the County's sustainability goals. The facility will support resiliency and provide stormwater and wastewater day-to-day maintenance and emergency field operational support. This project has been included annually in the County's Capital Improvement Program since FY 2009, included in presentations to the Board of Supervisors Environmental Committee, and referenced in all documents related to the sale of the West Drive MSMD parcels to the City of Fairfax.

The current approved total project estimate is \$98 million. Based on current construction market escalation and bidding climate, the Department of Public Works and Environmental Services (DPWES) projects that the total project cost may increase to \$103 million, pending competitive bid results. Stormwater Service Fee revenue of \$10 million was reserved for the design phase of the project in 2017 and the remaining \$93 million is programmed to be financed by the EDA Bonds. The breakdown of funding sources between the two funds is provided below:

<b>Funding Source</b>	<b>Cash</b>	<b>Bond</b>	<b>Total</b>
Stormwater	\$10,000,000	\$68,000,000	\$78,000,000
Wastewater		25,000,000	25,000,000
<b>Total</b>	<b>\$10,000,000</b>	<b>\$93,000,000</b>	<b>\$103,000,000</b>

Based on market conditions as of August 2021, the estimated debt service for this project would be \$5.7 million annually. The first interest payment will be made in FY 2022, and the first principal and interest payment will be made in FY 2023. Debt Service will be repaid on a pro rata basis by the Stormwater Fund for \$4.2 million (73 percent) and Wastewater Fund for \$1.5 million (27 percent).

In May 2021, the County issued Wastewater Revenue Bonds Series 2021A that funded a portion of the County's share of capital projects at its own as well as regional wastewater treatment plants. County Wastewater revenues were pledged on a first priority basis as all bond proceeds were solely for County and regional wastewater related capital projects. Per the 1985 Wastewater General Bond Resolution, the applicable financial criteria that were applied included a 125 percent rate covenant (e.g.

Board Agenda Item  
October 5, 2021

net revenues required to be generated divided by debt service), additional bonds test (metrics to be met prior to the issuance of additional first priority wastewater revenue bonds) and the funding of a debt service reserve as part of financial closing (typically equivalent to one year of debt service).

By comparison, the EDA Bonds are recommended to be issued by the EDA on behalf of the County due to the majority Stormwater component of the facility (73 percent). Staff thus recommends that Wastewater should fund its pro rata share of the bond sale (27 percent) on a subordinate basis given the less than majority wastewater footprint in the facility. This subordinate option would also exclude the need to adhere to the aforementioned bond resolution financial criteria – 125 percent rate covenant, additional bonds test, and the funding of a debt service reserve. Further, it would preserve the cushions available for these financial covenants for future first priority wastewater revenue bonds, next anticipated to be issued in 2023/2024 and beyond. Because the security for the EDA Bonds will be the County's typical pledge (i.e., subject to annual appropriation, to make payments sufficient to pay debt service), the County anticipates the subordinated nature of payments from the Wastewater fund will have no negative impact on the pricing or marketability of the EDA Bonds.

FISCAL IMPACT:

Based on market conditions as of August 2021, the estimated debt service for this project would be \$5.7 million annually. The first interest payment will be made in FY 2022, and the first principal and interest payment will be made in FY 2023. Debt Service will be repaid on a pro rata basis by the Stormwater Fund for \$4.2 million (73 percent) and Wastewater Fund for \$1.5 million (27 percent).

ENCLOSED DOCUMENTS:

None.

STAFF:

Rachel O'Dwyer Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
Carey Needham, Deputy Director, Capital Facilities, DPWES  
Ellie Coddington, Deputy Director, Stormwater and Wastewater Divisions, DPWES  
Shahram Mohsenin, Director, Wastewater Planning and Monitoring Division, DPWES  
Christina Jackson, Chief Financial Officer  
Joseph LaHait, Debt Manager, Department of Management and Budget

ASSIGNED COUNSEL:

Emily Smith, Assistant County Attorney

Board Agenda Item  
October 5, 2021

4:00 p.m.

Public Hearing on Proposed Amendments to Fairfax Code Section 82-5-32. Removal, Immobilization, and Disposition of Vehicles Unlawfully Parked on Private or County Property

ISSUE:

Public hearing to consider proposed amendments to Section 82-5-32 of the County Code to increase the hookup and initial towing fee for vehicles with GVWR of 7,500 pounds or less from \$135 to \$150 and for towing a vehicle between 7:00 p.m. and 8:00 a.m. or any Saturday, Sunday, or holiday from \$25 to \$30.

RECOMMENDATION:

The County Executive recommends approval of the proposed amendments to Fairfax County Code Section 82-5-32.

TIMING:

On September 14, 2021, the Board authorized advertisement of a public hearing to consider the proposed amendments on October 5, 2021, at 4:00 p.m. If adopted, these amendments will become effective on October 31, 2021.

BACKGROUND:

Va. Code § 46.2-1232 enables the County to regulate the removal or immobilization of trespassing vehicles. Va. Code § 46.2-1233 enables the County to regulate towing fees. The County's trespass towing regulations are set forth in County Code Section 82-5-32. Trespass towing is requests for towing services made by the owner, manager, or lessee of private property, or the authorized agency thereof, or under contract between such person and a towing and recovery operator that specifies what tows are to be made from the property when a vehicle is on the property in violation of law or rules promulgated by the owner, manager, or lessee of the private property. Additionally, the allowable fees are set forth in County Code Section 82-5-32 paragraph (g), Rates and charges. These rates are charged to and collected from the vehicle owner by the towing and recovery operator. These fees were last increased in 2014.

Board Agenda Item  
October 5, 2021

On January 27, 2021, the Fairfax County Trespass Towing Advisory Board (TTAB) voted unanimously to recommend to the Board of Supervisors an increase in certain trespass towing fees as shown in the table below:

<b>Trespass Towing Fees</b>	<b>Current Fee</b>	<b>TTAB Proposed Fee</b>
Hookup and Initial Towing Fee (GVWR of 7,500 pounds or less)	\$135	\$150
Towing between 7:00 p.m. and 8:00 a.m.*	\$25	\$30
Towing on any Saturday or Sunday*	\$25	\$30
Towing on a holiday*	\$25	\$30
<i>*In no event shall more than two such fees be charged for towing any such vehicle.</i>		

Accordingly, the TTAB is proposing an amendment to Fairfax County Code Section 82-5-32(g)(2)(A)(iii)(I) to increase the hookup and initial towing fee for vehicles with a GVWR of 7,500 pounds or less from \$135 to \$150.

The TTAB is further proposing amendments to Fairfax County Code Section 82-5-32(g)(2)(A)(iii)(IV) to increase the fee charged for towing a vehicle between 7:00 p.m. and 8:00 a.m. or on any Saturday, Sunday, or holiday from \$25 to \$30. In no event shall more than two such fees be charged for towing any such vehicle.

The proposed amendments would set these fees at the maximum allowable amounts authorized by Va. Code § 46.2-1233.1.

Board Agenda Item  
 October 5, 2021

Following the TTAB vote, staff forwarded a memo to the Board of Supervisors on March 15, 2021, with the TTAB proposed fee increase recommendation. Included in the memo to the Board of Supervisors was the jurisdictional survey of Planning District 8 localities. An updated table is shown below:

<b>Planning District 8 Trespass Towing Fees</b>	<b>Hookup and Initial Towing Fee (GVWR of 7,500 pounds or less)</b>	<b>Towing between 7:00 p.m. and 8:00 a.m.</b>	<b>Towing on any Saturday, Sunday, or holiday</b>
<a href="#">Fairfax County</a> (Proposed)	\$135 (\$150)	\$25 (\$30)	\$25 (\$30)
<a href="#">Arlington County</a>	\$135	\$25	\$25
<a href="#">City of Alexandria</a>	\$135	\$25	\$25
<a href="#">City of Fairfax</a> *	\$150	\$30	\$30
<a href="#">City of Falls Church</a>	\$135	\$25	\$25
City of Manassas*	\$150	\$30	\$30
City of Manassas Park*	\$150	\$30	\$30
Loudoun County*	\$150	\$30	\$30
<a href="#">Prince William County</a> **	\$150	\$30	\$30
<i>*These Planning District 8 jurisdictions do not regulate trespass towing or limit fees. Absent local limits on trespass towing fees set pursuant to Va. Code § 46.2-1233, operators can charge no more than the maximum charges provided in Va. Code § 46.2-1233.1.</i>			
<i>**Hookup and Initial Towing Fee (GVWR of 10,001 or less)</i>			

Board Agenda Item  
 October 5, 2021

When reviewing trespass towing fees, staff uses an index of cost elements relevant to trespass tow operations. These cost elements include salaries and wages, vehicle purchases, fuel, insurance, and maintenance expenses. In the most recent review, staff used July 2021 data from the Bureau of Labor Statistics Indices. As a result of this review, an increase for the initial hookup and tow fee is supported as shown in the table below and an increase of \$15.00 would set the fee at the maximum allowable amount authorized by Va. Code § 46.2-1233.1.

<b>Towing Cost Element</b>	<b>Weight</b>	<b>July 2021 BLS Index</b>	<b>% Change</b>	<b>Weighted Change</b>	<b>Current Rate</b>	<b>Cost Element Change</b>
Salaries, Wages, and Profits	0.62	273.00	15.2%	9.4%	\$135	\$12.71
Vehicle Purchases	0.14	157.20	7.1%	1.0%	\$135	\$1.35
Fuel	0.11	276.75	-12.6%	-1.4%	\$135	-\$1.88
Insurance	0.08	567.46	31.0%	2.5%	\$135	\$3.35
Maintenance	0.05	318.03	20.2%	1.0%	\$135	\$1.37
Total Composite Index	1.00					
Total Index Change				12.5%		\$16.90

Board Agenda Item  
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Using the same formula, an increase for towing a vehicle between 7:00 p.m. and 8:00 a.m. or on any Saturday, Sunday, or holiday is supported as shown in the table below:

Towing Cost Element	Weight	July 2021 BLS Index	% Change	Weighted Change	Current Rate	Cost Element Change
Salaries, Wages, and Profits	0.62	273.00	15.2%	9.4%	\$25	\$2.35
Vehicle Purchases	0.14	157.20	7.1%	1.0%	\$25	\$0.25
Fuel	0.11	276.75	-12.6%	-1.4%	\$25	-\$0.35
Insurance	0.08	567.46	31.0%	2.5%	\$25	\$0.62
Maintenance	0.05	318.03	20.2%	1.0%	\$25	\$0.25
Total Composite Index	1.00				\$25	
Total Index Change				12.5%		\$3.13

The Tenant-Landlord Commission received a staff presentation on the proposed amendments on August 12, 2021.

The Consumer Protection Commission received a staff presentation on the proposed amendments on August 17, 2021.

The Trespass Towing Advisory Board held a public hearing on the proposed amendments on August 25, 2021. The TTAB voted unanimously to recommend to the Board of Supervisors the proposed amendments to Fairfax County Code Section 82-5-32, to increase fees for trespass towing.

FISCAL IMPACT:  
None.

Board Agenda Item  
October 5, 2021

ENCLOSED DOCUMENTS:

Attachment 1: Va. Code § 46.2-1232. Localities may regulate removal or immobilization of trespassing vehicles.

Attachment 2: Va. Code § 46.2-1233. Localities may regulate towing fees.

Attachment 3: Va. Code § 46.2-1233.1 Limitation on charges for towing and storage of certain vehicles.

Attachment 4: Proposed Amendment; draft Fairfax County Code § 82-5-32(g)-  
Strikethrough

Attachment 5: Proposed Amendment; draft Fairfax County Code § 82-5-32(g)-Clean

STAFF:

Michael S. Liberman, Director, Department of Cable and Consumer Services (DCCS)

Rebecca L. Makely, Director, Consumer Services Division, DCCS

ASSIGNED COUNSEL:

John W. Burton, Assistant County Attorney

Code of Virginia  
 Title 46.2. Motor Vehicles  
 Subtitle III. Operation  
 Chapter 12. Abandoned, Immobilized, Unattended and Trespassing Vehicles; Parking  
 Article 3. Trespassing Vehicles, Parking, and Towing

## § 46.2-1232. Localities may regulate removal or immobilization of trespassing vehicles

A. The governing body of any county, city, or town may by ordinance regulate the removal of trespassing vehicles from property by or at the direction of the owner, operator, lessee, or authorized agent in charge of the property. In the event that a vehicle is towed from one locality and stored in or released from a location in another locality, the local ordinance, if any, of the locality from which the vehicle was towed shall apply.

B. No local ordinance adopted under authority of this section shall require that any towing and recovery business also operate as or provide services as a vehicle repair facility or body shop, filling station, or any business other than a towing and recovery business.

C. Any such local ordinance may also require towing and recovery operators to (i) obtain and retain photographs or other documentary evidence substantiating the reason for the removal; (ii) post signs at their main place of business and at any other location where towed vehicles may be reclaimed conspicuously indicating (a) the maximum charges allowed by local ordinance, if any, for all their fees for towing, recovery, and storage services and (b) the name and business telephone number of the local official, if any, responsible for handling consumer complaints; (iii) obtain at the time the vehicle is towed, verbal approval of an agent designated in the local ordinance who is available at all times; and (iv) obtain, at the time the vehicle is towed, if such towing is performed during the normal business hours of the owner of the property from which the vehicle is being towed, the written authorization of the owner of the property from which the vehicle is towed, or his agent. Such written authorization, if required, shall be in addition to any written contract between the towing and recovery operator and the owner of the property or his agent, except for vehicles being towed from a locality within Planning District 8 or Planning District 16, which shall not require written authorization if such written contract is in place. Any such written contract governing a property located within Planning District 8 or Planning District 16 shall clearly state the terms on which towing and recovery operators may monitor private lots on behalf of property owners. For the purposes of this subsection, "agent" shall not include any person who either (a) is related by blood or marriage to the towing and recovery operator or (b) has a financial interest in the towing and recovery operator's business.

D. Any such ordinance adopted by a locality within Planning District 8 may require towing companies that tow vehicles from the county, city, or town adopting the ordinance to other localities, provided that the stored or released location is within the Commonwealth of Virginia and within 10 miles of the point of origin of the actual towing, (i) to obtain from the locality from which such vehicles are towed a permit to do so and (ii) to submit to an inspection of such towing company's facilities to ensure that the company meets all the locality's requirements, regardless of whether such facilities are located within the locality or elsewhere. The locality may impose and collect reasonable fees for the issuance and administration of permits as provided for in this subsection. Such ordinance may also provide grounds for revocation, suspension, or modification of any permit issued under this subsection, subject to notice to the permittee of the revocation,

## ATTACHMENT 1

suspension, or modification and an opportunity for the permittee to have a hearing before the governing body of the locality or its designated agent to challenge the revocation, suspension, or modification. Any tow truck driver who removes or tows a vehicle, pursuant to any such ordinance, that is occupied by an unattended companion animal as defined in § 3.2-6500 shall, upon such removal, immediately notify the animal control office of the locality in which the vehicle is being removed or towed. Nothing in this subsection shall be applicable to public safety towing.

Code 1950, § 46-541; 1952, c. 352; 1954, c. 435; 1958, c. 541, § 46.1-551; 1978, cc. 202, 335; 1979, c. 132; 1983, c. 34; 1985, c. 375; 1989, cc. 17, 727; 1990, cc. 502, 573; 2006, cc. 874, 891; 2009, cc. 186, 544; 2012, cc. 149, 812; 2017, c. 825; 2018, cc. 411, 412.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Code of Virginia  
Title 46.2. Motor Vehicles  
Subtitle III. Operation  
Chapter 12. Abandoned, Immobilized, Unattended and Trespassing Vehicles; Parking  
Article 3. Trespassing Vehicles, Parking, and Towing

## § 46.2-1233. Localities may regulate towing fees

The governing body of any locality may by ordinance set reasonable limits on fees charged for the removal of motor vehicles, trailers, and parts thereof left on private property in violation of § 46.2-1231, and for the removal of trespassing vehicles under § 46.2-1215, taking into consideration the fair market value of such removal.

Localities in Planning District 8 and Planning District 16 shall establish by ordinance (i) a hookup and initial towing fee of no less than \$135 and no more than the maximum charges provided in § 46.2-1233.1 and (ii) for towing a vehicle between 7:00 p.m. and 8:00 a.m. or on any Saturday, Sunday, or holiday, an additional fee of no less than \$25 and no more than the maximum charges provided in § 46.2-1233.1 per instance; however, such ordinance shall also provide that in no event shall more than two such additional fees be charged for towing any vehicle.

Code 1950, § 46-541; 1952, c. 352; 1954, c. 435; 1958, c. 541, § 46.1-551; 1978, cc. 202, 335; 1979, c. 132; 1983, c. 34; 1985, c. 375; 1989, cc. 17, 727; 1990, cc. 502, 571, 573; 2016, c. 476; 2018, cc. 411, 412; 2019, cc. 117, 460; 2020, c. 31.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Code of Virginia  
Title 46.2. Motor Vehicles  
Subtitle III. Operation  
Chapter 12. Abandoned, Immobilized, Unattended and Trespassing Vehicles; Parking  
Article 3. Trespassing Vehicles, Parking, and Towing

## § 46.2-1233.1. Limitation on charges for towing and storage of certain vehicles

A. Unless different limits are established by ordinance of the local governing body pursuant to § 46.2-1233, as to vehicles towed or removed from private property, no charges imposed for the towing, storage, and safekeeping of any passenger car removed, towed, or stored without the consent of its owner shall be in excess of the maximum charges provided for in this section. No hookup and initial towing fee of any passenger car shall exceed \$150. For towing a vehicle between 7:00 p.m. and 8:00 a.m. or on any Saturday, Sunday, or holiday, an additional fee of no more than \$30 per instance may be charged; however, in no event shall more than two such fees be charged for towing any such vehicle. No charge shall be made for storage and safekeeping for a period of 24 hours or less. Except for fees or charges imposed by this section or a local ordinance adopted pursuant to § 46.2-1233, no other fees or charges shall be imposed during the first 24-hour period.

B. The governing body of any county, city, or town may by ordinance, with the advice of an advisory board established pursuant to § 46.2-1233.2, (i) provide that no towing and recovery business having custody of a vehicle towed without the consent of its owner impose storage charges for that vehicle for any period during which the owner of the vehicle was prevented from recovering the vehicle because the towing and recovery business was closed and (ii) place limits on the amount of fees charged by towing and recovery operators. Any such ordinance limiting fees shall also provide for periodic review of and timely adjustment of such limitations.

1990, c. 266; 1993, c. 598; 2006, cc. 874, 891; 2013, c. 592; 2018, cc. 324, 363; 2020, c. 31.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

**AN ORDINANCE AMENDING  
CHAPTER 82 OF THE FAIRFAX COUNTY CODE, RELATING TO  
MOTOR VEHICLES AND TRAFFIC**

**Draft of August 25, 2021**

**AN ORDINANCE** to amend the Fairfax County Code by amending and readopting Section 82-5-32(g) relating to Motor Vehicles and Traffic.

**Be it ordained by the Board of Supervisors of Fairfax County:**

**1. That Section 82-5-32(g) is amended and readopted as follows:**

**CHAPTER 82 – Motor Vehicles and Traffic.**

**Article 5. – Stopping, Standing and Parking.**

Section 82-5-32. Removal, immobilization, and disposition of vehicles unlawfully parked on private or county property.

**(g) Rates and charges.**

(1) *Change to rates and charges.*

- (A) Changes in rates and charges for trespass towing services rendered by operators shall be approved by the Board.
- (B) The Board may consider changes in rates or charges upon recommendation of the Director or the Advisory Board.
- (C) The Director shall conduct a review of rates every two years.
- (D) Any review of rate changes as well as any recommended change to any rule, regulation, or practice thereto shall come before the Advisory Board pursuant to a public hearing, which shall be scheduled as soon as analysis, investigation, and administration allow. All recommendations of the Advisory Board and the Director shall be conveyed to the Board for its consideration and determination.
- (E) Whenever the Director or Advisory Board determines a rate change is warranted, all registered operators shall provide notice to the public of proposed changes in rates and charges thereto, by means of a sign posted in a clearly visible place at each of their fixed places of business in Fairfax County. Such notice shall be on a document no smaller than 8.5 by 11.0 inches, printed in no smaller than 12-point type, and shall contain substantially the following information:

Notice of Proposed Rate Change

41 A proposed change in trespass towing rates is under consideration by the  
 42 Fairfax County government. The proposed rates are: (Insert description of  
 43 the proposed changes).

44 The proposed trespass towing rate change shall be considered by the  
 45 Trespass Towing Advisory Board at a public hearing. The date, time and  
 46 location of the public hearing may be obtained by calling the Department  
 47 of Cable and Consumer Services. Any interested person may appear  
 48 before the Advisory Board to be heard on this proposed change. Persons  
 49 who wish to be placed on the speakers' list or who wish further information  
 50 should call the Department of Cable and Consumer Services at 703-324-  
 51 5966.

52 (F) Notices with respect to a proposed rate change shall be posted within ten  
 53 days of the staff report for such change and shall remain posted until the  
 54 change in rates is denied or becomes effective.

55 (2) *Rates and charges.*

56 (A) It shall be unlawful for an operator to charge any fees exceeding the fees  
 57 set forth in this section.

58 (i) Immobilization. An operator may charge a vehicle owner a maximum  
 59 fee of \$75.00 for the release of a vehicle when it is immobilized. No  
 60 other fee of any type may be charged.

61 (ii) Drop fee. An operator may charge a vehicle owner a maximum fee of  
 62 \$50.00 for the release of a vehicle prior to towing the vehicle from  
 63 private property. No other fee of any type may be charged.

64 (iii) Hookup and initial towing fee shall not exceed:

65 (I) ~~\$135.00~~ \$150.00 for vehicles with GVWR of 7,500 pounds or  
 66 less.

67 (II) \$250.00 for vehicles with GVWR of 7,501 pounds through  
 68 10,000 pounds.

69 (III) \$500.00 for vehicles with GVWR greater than 10,000  
 70 pounds.

71 (IV) For towing a vehicle between seven o'clock p.m. and eight  
 72 o'clock a.m. or on any Saturday, Sunday, or holiday, a  
 73 maximum additional fee of ~~\$25~~ \$30 per instance may be  
 74 charged; however, in no event shall more than two such fees  
 75 be charged for towing any such vehicle.

76 (V) No other fees or charges shall be imposed during the first 24  
 77 hour period.

78 (iv) Storage fee for the safekeeping of vehicles:

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- (I) No charge shall be made for storage and safekeeping of a vehicle for the first 24 hours the vehicle is on the storage site.
- (II) After the vehicle is on the storage site for more than 24 hours, a vehicle storage fee may be charged for each subsequent 24-hour period, or any portion thereof, at a rate not to exceed \$50.00 for any vehicle 22 feet or less in length, or \$5.00 per foot for any vehicle over 22 feet in length.
- (v) If an administrative fee for notification of lien holder, owner, agent or other interested party is charged, it shall not exceed \$75.00. This fee may only apply after the vehicle is on the storage site over three full business days. If an administrative fee is charged, a copy of the Virginia Department of Motor Vehicles report shall be attached to the receipt given to the vehicle owner.
- (vi) No other fees shall be charged unless expressly set forth herein.
- (B) Upon vehicle release, the operator shall give the vehicle owner a receipt itemizing all charges.
- (C) An operator shall not require a vehicle owner to sign any waiver of the vehicle owner's right to receive compensation for damages to the owner's vehicle as a condition of the owner retrieving the towed vehicle.

**2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity shall not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.**

**3. That the provisions of this ordinance shall take effect on October 31, 2021.**

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Jill G. Cooper  
Clerk for the Board of Supervisors

**AN ORDINANCE AMENDING  
CHAPTER 82 OF THE FAIRFAX COUNTY CODE, RELATING TO  
MOTOR VEHICLES AND TRAFFIC**

**Draft of August 25, 2021**

**AN ORDINANCE** to amend the Fairfax County Code by amending and readopting Section 82-5-32(g) relating to Motor Vehicles and Traffic.

**Be it ordained by the Board of Supervisors of Fairfax County:**

**1. That Section 82-5-32(g) is amended and readopted as follows:**

**CHAPTER 82 – Motor Vehicles and Traffic.**

**Article 5. – Stopping, Standing and Parking.**

Section 82-5-32. Removal, immobilization, and disposition of vehicles unlawfully parked on private or county property.

**(g) Rates and charges.**

(1) *Change to rates and charges.*

- (A) Changes in rates and charges for trespass towing services rendered by operators shall be approved by the Board.
- (B) The Board may consider changes in rates or charges upon recommendation of the Director or the Advisory Board.
- (C) The Director shall conduct a review of rates every two years.
- (D) Any review of rate changes as well as any recommended change to any rule, regulation, or practice thereto shall come before the Advisory Board pursuant to a public hearing, which shall be scheduled as soon as analysis, investigation, and administration allow. All recommendations of the Advisory Board and the Director shall be conveyed to the Board for its consideration and determination.
- (E) Whenever the Director or Advisory Board determines a rate change is warranted, all registered operators shall provide notice to the public of proposed changes in rates and charges thereto, by means of a sign posted in a clearly visible place at each of their fixed places of business in Fairfax County. Such notice shall be on a document no smaller than 8.5 by 11.0 inches, printed in no smaller than 12-point type, and shall contain substantially the following information:

Notice of Proposed Rate Change

41 A proposed change in trespass towing rates is under consideration by the  
 42 Fairfax County government. The proposed rates are: (Insert description of  
 43 the proposed changes).

44 The proposed trespass towing rate change shall be considered by the  
 45 Trespass Towing Advisory Board at a public hearing. The date, time and  
 46 location of the public hearing may be obtained by calling the Department  
 47 of Cable and Consumer Services. Any interested person may appear  
 48 before the Advisory Board to be heard on this proposed change. Persons  
 49 who wish to be placed on the speakers' list or who wish further information  
 50 should call the Department of Cable and Consumer Services at 703-324-  
 51 5966.

52 (F) Notices with respect to a proposed rate change shall be posted within ten  
 53 days of the staff report for such change and shall remain posted until the  
 54 change in rates is denied or becomes effective.

55 (2) *Rates and charges.*

56 (A) It shall be unlawful for an operator to charge any fees exceeding the fees  
 57 set forth in this section.

58 (i) Immobilization. An operator may charge a vehicle owner a maximum  
 59 fee of \$75.00 for the release of a vehicle when it is immobilized. No  
 60 other fee of any type may be charged.

61 (ii) Drop fee. An operator may charge a vehicle owner a maximum fee of  
 62 \$50.00 for the release of a vehicle prior to towing the vehicle from  
 63 private property. No other fee of any type may be charged.

64 (iii) Hookup and initial towing fee shall not exceed:

65 (I) \$150.00 for vehicles with GVWR of 7,500 pounds or less.

66 (II) \$250.00 for vehicles with GVWR of 7,501 pounds through  
 67 10,000 pounds.

68 (III) \$500.00 for vehicles with GVWR greater than 10,000  
 69 pounds.

70 (IV) For towing a vehicle between seven o'clock p.m. and eight  
 71 o'clock a.m. or on any Saturday, Sunday, or holiday, a  
 72 maximum additional fee of \$30 per instance may be  
 73 charged; however, in no event shall more than two such fees  
 74 be charged for towing any such vehicle.

75 (V) No other fees or charges shall be imposed during the first 24  
 76 hour period.

77 (iv) Storage fee for the safekeeping of vehicles:

78 (I) No charge shall be made for storage and safekeeping of a  
 79 vehicle for the first 24 hours the vehicle is on the storage  
 80 site.

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(II) After the vehicle is on the storage site for more than 24 hours, a vehicle storage fee may be charged for each subsequent 24-hour period, or any portion thereof, at a rate not to exceed \$50.00 for any vehicle 22 feet or less in length, or \$5.00 per foot for any vehicle over 22 feet in length.

(v) If an administrative fee for notification of lien holder, owner, agent or other interested party is charged, it shall not exceed \$75.00. This fee may only apply after the vehicle is on the storage site over three full business days. If an administrative fee is charged, a copy of the Virginia Department of Motor Vehicles report shall be attached to the receipt given to the vehicle owner.

(vi) No other fees shall be charged unless expressly set forth herein.

(B) Upon vehicle release, the operator shall give the vehicle owner a receipt itemizing all charges.

(C) An operator shall not require a vehicle owner to sign any waiver of the vehicle owner's right to receive compensation for damages to the owner's vehicle as a condition of the owner retrieving the towed vehicle.

**2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity shall not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.**

**3. That the provisions of this ordinance shall take effect on October 31, 2021.**

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Jill G. Cooper  
Clerk for the Board of Supervisors

Board Agenda Item  
October 5, 2021

4:00 p.m.

Public Hearing on an Ordinance to Amend Chapter 3 of the Code of the County of Fairfax, Virginia, County Employees, by Adding Article 10, Collective Bargaining, Sections 3-10-1 through 3-10-18

ISSUE:

Public Hearing to amend Chapter 3 of the Code of the County of Fairfax, Virginia, County Employees, by adding Article 10, Collective Bargaining, Sections 3-10-1 through 3-10-18.

RECOMMENDATION:

The County Executive recommends that the Board hold the Public Hearing on the proposed County Code amendment.

TIMING:

On September 14, 2021, the Board authorized advertisement of a Public Hearing to consider an Ordinance to amend Chapter 3 of the Code of the County of Fairfax, Virginia, County Employees, by adding Article 10, Collective Bargaining, Sections 3-10-1 through 3-10-18 to take place on October 5, 2021, at 4:00 p.m.

BACKGROUND:

During the 2020 session of the Virginia General Assembly, a bill was passed and signed into law by the Governor giving local governments and school boards the authority to adopt an ordinance or resolution allowing employees to collectively bargain. The law, Virginia Code § 40.1-57.2, had a delayed effective date of May 1, 2021. To begin the process of adopting an ordinance, on September 29, 2020, the Board created a collective bargaining workgroup, led by Personnel and Reorganization Committee (Personnel Committee) Chair Penelope Gross and Supervisor James Walkinshaw. The workgroup included employee group representatives from the Fairfax County Public Schools (FCPS) and General County Government, elected officials from FCPS, County Executive Bryan Hill, FCPS Superintendent Scott Brabrand and other senior staff members. The workgroup met twice in February 2021 and once in April of 2021, and feedback from the group was instrumental in planning related Personnel Committee meetings.

The Personnel Committee met to discuss collective bargaining on March 2, May 25, June 29, and July 20, 2021. The Personnel Committee received a presentation about

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the framework of collective bargaining from the County's outside legal consultant on March 2, 2021. At the May 25, 2021, meeting, County staff presented a draft collective bargaining ordinance for discussion. As a result of the Board's discussion at these meetings, the draft collective bargaining ordinance has been revised several times, culminating in the draft collective bargaining ordinance that is the subject of the public hearing on today's agenda. The draft ordinance is enclosed as Attachment 1.

FISCAL IMPACT:

The FY 2022 Adopted Budget Plan includes \$1.0 million and 6/6.0 FTE positions to support collective bargaining for public employees. This includes the addition of \$0.5 million and 5/5.0 FTE positions in the Department of Human Resources and \$0.1 million and 1/1.0 FTE position in the Office of the County Attorney. In addition, \$0.3 million in Fringe Benefits funding is included in Agency 89, Employee Benefits. These positions are necessary to begin to address the new workload associated with labor relations, including legal support, policy administration, contract compliance and system administration. Additional positions and funding are anticipated to be recommended as part of the FY 2021 Carryover Review, and in future budget processes as additional requirements are identified.

ENCLOSED DOCUMENT:

Attachment 1 –Draft Ordinance for October 5, 2021, Public Hearing

STAFF:

Catherine Spage, Director, Department of Human Resources  
Christina Jackson, Chief Financial Officer

ASSIGNED COUNSEL:

Elizabeth D. Teare, County Attorney  
Karen Gibbons, Deputy County Attorney

**Attachment 1**  
**DRAFT COLLECTIVE BARGAINING ORDINANCE FOR**  
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An ORDINANCE to amend Chapter 3 of the Code of the County of Fairfax, Virginia, County Employees, by adding Article 10, Collective Bargaining, Sections 3-10-1 through 3-10-18, as follows:

**CHAPTER 3. – COUNTY EMPLOYEES**

**ARTICLE 10. - COLLECTIVE BARGAINING.**

**Section 3-10-1. - Statement of policy.**

It is the public policy of Fairfax County to promote a harmonious and cooperative relationship between the County government and its employees to ensure that the workforce is positioned to efficiently meet demands and deliver exceptional services to the community and stakeholders. Unresolved disputes in public service are harmful to employees and the public, and adequate means should be available for preventing disputes and for resolving them when they occur. To that end, it is in the public interest that employees have the opportunity to bargain collectively in good faith, without interference with the orderly processes of government and subject to the limitations of the County's annual budget and appropriations.

**Section 3-10-2. - Definitions.**

As used in this Article, the following terms shall have the meanings ascribed to them in this section:

*Arbitration* means the procedure by which the County and an exclusive bargaining representative when involved in a labor-management dispute or impasse, as defined in this Article, submit their differences to a third party for a final and binding decision subject to the provisions of this Article.

*Benefits* means all forms of non-wage compensation.

*County* means the County of Fairfax acting through its County Executive or the County Executive's designee.

*Collective Bargaining* means to perform the mutual obligation of the County, by its representatives, and the exclusive bargaining representative of employees in an appropriate bargaining unit to meet and negotiate in good faith at reasonable times and places, with the good faith intention of reaching an

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agreement, subject to appropriation of funds by the County Board, regarding terms and conditions of employment, including wages, salaries, and all forms of monetary compensation; benefits; personnel policies and practices, working conditions, and hours and scheduling of work, provided that matters reserved as County management rights in Section 3-10-4 are subject to permissive collective bargaining as provided therein. **[OPTION to strike “,provided that matters reserved as County management rights in Section 3-10-4 are subject to permissive collective bargaining as provided therein.” This, and a corresponding edit in 3-10-4, would make all items in Section 3-10-4(a) subject to mandatory collective bargaining.]**<sup>1</sup> The County shall not negotiate as to matters controlled or preempted by any federal or state constitutional provision, law, rule, or regulation.

*Collective bargaining agreement* means the written legal contract between the County and an exclusive bargaining agent representing the employees in a bargaining unit authorized by this Article and resulting from collective bargaining as defined in this section. Any collective bargaining agreement negotiated under this Article shall continue in effect following the expiration of its term until such time as superseded by a later agreement.

*Confidential employee* means any employee who, as part of their job duties, assists and acts in a confidential capacity on labor relations matters to persons who formulate, determine, and effectuate management policies in the field of labor relations, including a County Board member, the County Executive or Assistant/Deputy County Executive, the County Attorney or Assistant/Deputy County Attorney, and a department head or Assistant/Deputy department head.

*Employee* means any employee of the County, except it does *not* include anyone who is:

- (1) a seasonal or temporary employee as defined in this section;

**[OPTION to strike “or temporary,” along with the definition of “temporary employee” that follows below.]**

- (2) a confidential employee, as defined in this section;

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**<sup>1</sup> Options are outlined in this draft for certain unresolved policy questions identified to date. Further edits to the ordinance may be made as a result of additional public input.**

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- (3) a managerial employee, as defined in this section;
- (4) a supervisor, as defined in this section;
- (5) an intern or volunteer;
- (6) a new employee for a period of sixty (60) days after such employee's first day of work for the County;
- (7) a member of a board, commission, authority, or other appointee of any public body as defined in state law, unless such member is an Employee who would otherwise be entitled to engage in collective bargaining under the terms of this ordinance; or
- (8) an employee of the courts or of any local constitutional officer as set forth in Article VII, Section 4 of the Virginia Constitution, whether or not the County provides personnel administrative services or supplements state or other funding provided for the personnel of such officers.

*Employee organization* means an organization in which employees participate, and that exists for the purpose, in whole or in part, of representing employees in collective bargaining concerning labor disputes, wages, hours, and other terms and conditions of employment.

*Exclusive bargaining representative* and *exclusive bargaining agent* mean the employee organization recognized by the County as the only organization to bargain collectively for all employees in a bargaining unit (as defined in section 3-10-6).

*Impasse* means the failure of the County and an exclusive bargaining representative to reach agreement in the course of collective bargaining negotiations within the timeframes specified in this Article.

*Labor-management dispute* means a difference of position as between the County and an exclusive bargaining agent concerning administration or interpretation of the collective bargaining agreement between them; action challenged as a prohibited practice under Section 3-10-16; negotiability of subject

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matters under this Article; and questions of eligibility of disputes for resolution by mediation or arbitration. It shall not mean disciplinary or other adverse personnel actions within the meaning of Virginia Code Section 15.2-1506, *et seq.*, as implemented by the uniformly applicable County grievance procedure, and specialized state statutory procedures applicable to law enforcement officers and fire and emergency medical services employees.

*Managerial employee* means any employee or appointee involved directly in the determination of labor relations or personnel policy or who is responsible for directing the implementation of labor relations or personnel policy at an executive level.

*Mediation* means an effort by a neutral, third-party factfinder chosen under the terms of this Article to assist confidentially in resolving an impasse, or other labor-management dispute as defined in this section, arising in the course of collective bargaining between the County and the exclusive bargaining agent of a bargaining unit.

*Seasonal employee* means an employee who is hired into a position for which the customary annual employment is four (4) months or less and for which the period of employment begins each calendar year in approximately the same part of the year, such as summer or winter, for reasons related to work demands that arise during those parts of the year.

*Supervisor* means all personnel who devote a majority of work time to the supervision of two or more employees and have authority to hire, transfer, suspend, layoff, recall, promote, demote, discharge, reward or discipline other employees, or adjust grievances. With respect to General County employees, “supervisor” excludes all employees who serve in a position at the levels S-32 and L-7 and below. With respect to the Fire Department, “supervisor” includes all positions above the rank of Deputy Chief. For personnel in Public Safety Communications, the term includes personnel who serve in a position at the level of P-23 and above. With respect to the Police Department, “supervisor” includes all personnel with the rank of Captain and above.

**[OPTION to strike the last sentence and add the following: “With respect to the Police Department, ‘supervisor’ includes all personnel with the rank of Second Lieutenant and above” or “With respect to the Police Department, ‘supervisor’ includes all personnel with the rank of First Lieutenant and above.”]**

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*Strike* means, in concerted action with others, an employee's refusal to report to duty or willful absence from their position, or stoppage of work, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

*Temporary employee* means an individual who is employed for not more than 180 days in a 12-month period.

**[OPTION to strike the definition of “temporary employee” if such employees are not excluded from collectively bargaining.]**

**Section 3-10-3. - Employee Rights.**

- (a) Employees shall have the right to organize, form, join, assist, participate in, and pay dues or contributions to employee organizations, to bargain collectively through an exclusive bargaining representative of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection insofar as such activity is not inconsistent with this Article. Employees shall also have the right to refrain from any or all such activities.
- (b) A collective bargaining agreement provision that violates the rights of employees set forth in this section shall be void. A collective bargaining agreement provision that establishes a time period for the exercise of an employee right set forth in this section shall not violate this section.
- (c) The County and each employee organization will refrain from any intimidation or coercion of employees who choose to exercise their rights under this Article.

**Section 3-10-4. - County's Rights and Authority.**

- (a) This Article shall not be deemed in any way to limit or diminish the authority of the County to manage and direct the operations and activities of the County to the fullest extent authorized and permitted by law. Thus, unless the County elects to bargain regarding the following matters, the County retains exclusive rights:

**[OPTION: If the Board wishes to make the following list subject to mandatory collective bargaining instead of permissive bargaining, strike the language in (a) and insert: “Subject to any applicable collective bargaining agreement and the obligation to bargain in good faith, the County retains the rights:”]**

- (1) to determine the type and scope of work to be performed by County employees and the manner in which services are to be provided;
  - (2) to direct the work of employees and determine the number of employees to perform any work or service;
  - (3) to hire, promote, transfer, assign, retain, classify, and schedule all employees and to suspend, demote, discharge, or take other disciplinary action against employees;
  - (4) to relieve employees from duties by layoff or other reduction-in-force due to lack of work, budget limitations, changed working conditions/requirements or for other reasons in the County's reasonable business judgment and not prohibited by law, except that the implementation procedures to be followed shall be negotiable;
  - (5) to contract for, expand, reduce, sell, transfer, convey, or eliminate particular operations or services of general government, as well as any department, office, or part thereof; and
  - (6) to establish and change standards of behavior or performance, job qualifications, and job descriptions, except that performance evaluation procedures will be negotiable.
- (b) The County retains the right to take whatever actions may be necessary to carry out the County’s mission during emergencies. If a collective bargaining agreement includes procedures for how the County and its employees will respond to an emergency (such as snow or other inclement weather), then the terms of a binding collective bargaining agreement shall govern. Otherwise, the County shall meet

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with the exclusive bargaining representative at the earliest practical time following actions taken in response to an emergency to discuss the effects of such emergency actions on bargaining unit employees as they pertain to matters within the scope of bargaining under this Article and to bargain in good faith over any supplemental collective bargaining agreements that are proposed to address the effects of such emergency actions.

- (c) Nothing in this ordinance or any collective bargaining agreement shall be construed or deemed to impair the Board of Supervisors' plenary authority to determine its tax levies, budgets, and appropriations, as provided in Virginia Code Section 40.1-57.2(B).

**Section 3-10-5. – Employee Use of Work Time for Employee Organization Matters**

- (a) Employees shall have the right to hold informal conversations and interactions with one another to discuss workplace and employee organization issues while on duty, provided that such conversations do not interfere with the employee's job duties. Employee organizations shall not hold formal meetings that interfere with the work time of employees, except as provided for in this Article or in a collective bargaining agreement.

**[OPTION to add this sentence: “Employees shall also have the right to use County electronic communication systems to discuss employee organization business or activities, or employee organizing activity.”]**

- (b) Official time: Any employee representing an exclusive bargaining agent in the negotiation of an agreement under this Article, including in an impasse resolution proceeding, or in the representation of other employees in grievances shall be authorized to use time when the employee otherwise would be in a duty status to the extent and in a manner deemed reasonable in the mutual agreement of the County and the exclusive bargaining agent with due consideration for County operational and service demands at the time, or in accordance with

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negotiated terms of an existing collective bargaining agreement (if applicable).

**Section 3-10-6. - Bargaining units.**

The County shall recognize only the following bargaining units for the purposes of collective bargaining:

- (a) Police: The police employees' bargaining unit shall consist of all sworn uniformed employees of the police department, including uniformed officers of the Animal Protection Police, except those excluded by definition under Section 3-10-2;
- (b) Fire and Emergency Medical Services: The fire and emergency medical services employees' bargaining unit shall consist of the uniformed fire employees, including fire marshals and emergency communications employees, except those excluded by definition under Section 3-10-2; and
- (c) General Government: All other County employees, except those excluded by definition in Section 3-10-2.

**Section 3-10-7. – Labor Relations Administrator.**

- (a) A labor relations administrator (LRA or the administrator) shall be appointed by the County Executive in the manner set forth in subsection (d) of this section to carry out the duties set out in subsection (j) below.
- (b) Notwithstanding the formal appointment of a Labor Relations Administrator to administer the terms of this Article, the County and the exclusive bargaining agent for each bargaining unit may provide, in a collective bargaining agreement, for regular informal meetings between them in the form of an informal labor relations committee or other similar group staffed by representatives of labor and management. This committee or similar group should endeavor to address problems and concerns before they require the formal attention of the LRA.

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- (c) The administrator must be experienced as a neutral in the field of labor relations, and must not be a person who, because of vocation, employment, or affiliation, can be categorized as a representative of the interest of the County or any employee organization, including an exclusive bargaining agent for a bargaining unit permitted under this Article.
- (d) Subject to confirmation by the County Board of Supervisors, the County Executive shall appoint the labor relations administrator for a 4-year term from no more than three (3) nominees jointly agreed upon and submitted by: (i) representatives of those employee organizations that have notified the County Executive or his designee of their interest in representing bargaining units permitted by this Article, if no exclusive bargaining agents have been recognized at the time the selection process begins, or (ii) by the exclusive bargaining agents of the bargaining units permitted by this Article, and (iii) an equal number of designees of the County Executive. If the Board does not confirm the appointment on the recommendation of the County Executive, an appointment must be made from a new agreed list of three (3) nominees compiled in the same manner.
- (e) Should LRA responsibilities, as set forth below, be required before an LRA is appointed, the County shall secure such services from any impartial agency provider, such as the American Arbitration Association, the Federal Mediation and Conciliation Service, or a similar provider. Such impartial agency provider shall have all of the powers and responsibilities of the LRA as set forth in this Article. The impartial agency provider shall be mutually selected by the County and the participating employee organization(s).
- (f) The administrator's services shall be subject to termination by mutual agreement of the County Executive and a majority of the exclusive bargaining agents of the bargaining units permitted by this Article, and with Board approval. If no exclusive bargaining agent has been certified, then the LRA's services shall be subject to termination by mutual agreement of the County Executive and a majority of those employee organizations that have notified the County Executive of their interest in representing bargaining units permitted by this Article, and with Board approval.

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- (g) If the administrator dies, resigns, becomes disabled, or otherwise becomes unable or ineligible to continue to serve within six (6) months of the date of appointment, the County Executive must appoint a new administrator from the list from which that administrator was selected, subject to Board confirmation, to serve the remainder of the previous administrator's term. Otherwise, the administrator vacancy shall be filled as provided in subsection (d).
- (h) An administrator appointed under this subsection may be reappointed in accordance with the provisions of subsection (d).
- (i) The terms of payment for the services of the administrator, as well as any administrative staffing arrangements for the LRA, shall be set as specified by contract with the County.
- (j) The administrator shall:
  - (1) hold and conduct elections for certification or decertification pursuant to the provisions of this Article and issue the certification or decertification, or cause these actions to occur;
  - (2) request from the County or an employee organization, and the County or such organization shall provide, any relevant assistance, service, and data that will enable the administrator to properly carry out duties under this Article;
  - (3) hold hearings and make inquiries, administer oaths and affirmations, examine witnesses and documents, take testimony and receive evidence, and compel by issuance of subpoenas the attendance of witnesses and the production of relevant documents, to the extent permitted by applicable law, in proceedings within the responsibility of the administrator under this Article;
  - (4) investigate and attempt to resolve or settle, as provided in Section 3-10-14 - Mediation and Arbitration, charges of either the County or an employee organization engaging in prohibited practices as defined in this Article. However, if the County and a certified

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representative have negotiated a labor-management dispute resolution procedure, the administrator must defer to that procedure to resolve any dispute that properly must be submitted to the procedure, absent a showing that the deferral results in the application of principles contrary to this Article. The administrator must defer to state procedures in any matter governed by the Law-Enforcement Officers' or Firefighters and Emergency Medical Technicians' Bill of Rights set forth in the Virginia Code;

- (5) determine disputed issues of employee inclusion in or exclusion from the bargaining units permitted under this Article;
- (6) obtain any necessary support services and make necessary expenditures in the performance of duties, subject to appropriation;
- (7) determine any issue regarding the negotiability of any collective bargaining proposal as a subject of bargaining permitted under this Article; and
- (8) exercise any other powers and perform any other duties and functions specified in this Article of an administrative nature.

**Section 3-10-8. - Recognition of exclusive bargaining agent.**

- (a) A bargaining agent shall be the exclusive representative of all employees in an appropriate bargaining unit described in Section 3-10-6 if the employee organization is selected by a majority of the employees voting in an appropriate bargaining unit in a secret ballot election conducted pursuant to Section 3-10-9, and rules and procedures adopted by the LRA, following a request for recognition. Elections shall be conducted by mail-in ballots unless all parties agree otherwise. Any cost of such election shall be shared equally by the parties involved.
- (b) "Administratively acceptable evidence" to support a petition for recognition or certification by election (see Section 3-10-9) or for decertification (see Section 3-10-10) may consist of a combination of membership cards or a membership roster, evidence of dues payment,

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or other evidence of bargaining unit employees' desire to be represented by an employee organization for collective bargaining purposes. An authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code Section 59.1-479 *et seq.*) shall be valid for employees' authorization for representation for purposes of a petition filed by an employee organization for exclusive representation. The determination by the LRA of the sufficiency of a showing of support for a representation election shall not be subject to challenge by any person or employee organization or by the County.

**Section 3-10-9. – Election of Exclusive Representative.**

- (a) An employee organization may request an election be held by submitting a petition for an election to the LRA who shall notify the County Executive in accordance with procedures established and published by the LRA, including but not limited to provisions for notice to bargaining unit employees and public notice of election. The petition must represent a showing of interest by at least thirty (30) percent of the employees in a bargaining unit permitted by this Article based upon administratively acceptable evidence.
- (b) Any additional interested employee organization must submit a petition of intervention to the LRA, which must be accompanied by a showing of interest by thirty (30) percent of the employees in the appropriate bargaining unit, based upon administratively acceptable evidence, within twenty-one (21) days of notice of the filing of the petition. A petition for intervention may not be supported by any employee who already supported the initial petition for an election.
- (c) If the LRA determines, after a tabulation of the submitted showing of interest forms, that the petitioning employee organization or any intervening employee organization has not met the required showing of interest, then the LRA must allow not less than fourteen (14) additional days for such employee organization to submit additional showing of interest forms. The 14-day period for submitting such forms commences on the date the LRA provides notice to the petitioning or intervening employee organization of the insufficiency of its forms.

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- (d) An election under this Article shall be held within fifty-five (55) calendar days after written notice to all parties of the determination by the LRA of a valid petition for election in accordance with election procedures established by the LRA, which shall include, but not be limited to, provisions regarding employee organization receipt of bargaining unit employee contact information, ballot content, and procedures for mail-in voting. The County must furnish to the LRA and the petitioning and any intervening employee organizations, at least 30 days prior to the election, the name of every employee in the petitioned-for bargaining unit, as well as their department, job title, worksite address, work telephone number, and work email address. The election ballots must contain, as choices to be made by the voter, the name of the petitioning employee organization, the name(s) of any employee organization that has intervened in accordance with the provisions of this Article, and a choice of “no representation” by any of the named employee organizations.
- (e) If an employee organization receives a majority of the valid ballots cast by the employees in a permitted bargaining unit, it shall be recognized by the County as the exclusive bargaining agent upon certification of the results. The LRA’s certification of results is final unless, within 14 days after service of the election report and the certification, any party serves on all other parties and files with the LRA objections to the election. Objections must be verified and must contain a concise statement of facts constituting the grounds for the objections. The LRA must investigate the objections and, if substantial factual issues exist, must hold a hearing. Otherwise, the LRA may determine the matter without a hearing. The LRA may invite, either by rule or by invitation, written or oral argument to assist it in determining the merits of the objections. If the LRA finds that the election was not held in substantial conformity with this Article, or if the LRA determines that the outcome of the election was affected, even if by third party interference, it shall require corrective action and order a new election under this section. Otherwise, the LRA must confirm the certification initially issued. In any event, the LRA must make a determination as to whether or not to certify the election within 21 days of the filing of objections.

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- (f) Nothing in this Article shall require or permit an election in any bargaining unit within twelve (12) months after a previous election has been held in such bargaining unit pursuant to this Article, notwithstanding the outcome of that election, except that this provision is inapplicable to any election that might be ordered by the LRA under (e).
- (g) No party shall have an advantage over the other in gaining access to employees during organizational or representation campaign activity. Interested employee organizations will receive the same access to bargaining unit employees as is currently provided to outside organizations. Attendance at any meeting on County premises for bargaining unit representation campaign activity by any employee organization pursuant to a properly filed and valid petition for representation is voluntary for bargaining unit employees and shall be open to all bargaining unit employees.

**Section 3-10-10. - Decertification.**

- (a) If a petition for decertification of a recognized exclusive bargaining agent is presented to the LRA showing, by administratively acceptable evidence, that at least thirty (30) percent of the employees in the bargaining unit no longer want the employee organization to be their bargaining agent, then the LRA shall hold an election pursuant to Section 3-10-9 of this Article.
- (b) A petition for decertification of a recognized exclusive collective bargaining agent in an appropriate unit may be filed in the ninety (90)-day period between the one hundred eightieth (180<sup>th</sup>) and ninetieth (90<sup>th</sup>) day prior to expiration of any existing collective bargaining agreement for that bargaining unit.
- (c) For a period of one (1) year following recognition or certification of an exclusive bargaining agent, no decertification petitions may be filed.
- (d) If a majority of the employees in an appropriate bargaining unit vote in a secret ballot decertification election to no longer be represented by the employee organization, that organization no longer shall be

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recognized as the exclusive bargaining agent of the employees in the bargaining unit.

**Section 3-10-11. – Rights Accompanying Exclusive Representation.**

Any employee organization recognized as the exclusive bargaining agent for employees in an appropriate bargaining unit shall have the following rights:

- (a) To speak on behalf of all members of the unit and shall be responsible for representing the interests of all members of the bargaining unit without discrimination and without regard to employee organization membership.
- (b) To meet at reasonable times and places to engage in good faith collective bargaining on matters that, under this Article, may be the subject of collective bargaining, in an effort to reach an agreement, subject to the approval of the County Executive or his/her designee with responsibility for the employees in the bargaining unit.
- (c) To meet with bargaining unit employees on the premises of the County in non-secure areas during times when the employees are on break or in a non-duty status. Any other employee organization that has submitted a petition and established a valid question concerning representation of the bargaining unit shall also be permitted to meet with bargaining unit employees with the same limitations. This subsection shall not restrict an exclusive bargaining agent and the County from negotiating for greater access to employees by the exclusive bargaining agent as a provision of a collective bargaining agreement.
- (d) To receive quarterly regarding bargaining unit employees, and within ten (10) days of hire of new bargaining unit employees, the following information: name, job title, worksite location, work phone number, and work email address and, only with the County’s consent or with the employee’s written consent provided to the County, home address, mobile phone number, and personal email address.
- (e) To have such access to County electronic communications systems as may lawfully be provided in a collective bargaining agreement.

**[OPTION for (e) to instead read: “To use County electronic mail systems to communicate employee organization business or**

**activities, or employee organizing activity. Exclusive bargaining agents shall also have the right to use telephones, fax systems, bulletin boards, and other communications systems to communicate with employees regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the exclusive bargaining agent.”]**

- (f) To meet with newly hired employees, without charge to the pay or leave time of any of the employees, for a period of 30 minutes, within thirty (30) calendar days from the date of hire during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings. The County shall give the exclusive bargaining agent at least ten (10) days’ written notice in advance of such an orientation, except a shorter notice may be provided in any instances where there is an urgent need critical to the employer’s operations that was not reasonably foreseeable to the County. The County shall provide the exclusive bargaining agent with an electronic list of expected participants at least forty-eight (48) hours in advance of the orientation.
- (g) To be the only employee organization eligible to receive from the County amounts deducted from the pay of employees as authorized by written assignment of the employees, for the payment of regular and periodic dues to the exclusive bargaining agent, unless two exclusive bargaining agents of County employees agree that they can both receive deductions from the same employee. Any such authorization may be revoked in accordance with the terms of the authorization which shall provide a period of irrevocability of not more than one year. An authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code Section 59.1-479 et seq.), including, without limitation, electronic authorizations and voice authorizations, shall be valid for employees’ authorizations for payroll deductions and authorization for representation for purposes of a petition filed by an employee organization for exclusive representation. This paragraph does not prohibit employees from having voluntary membership dues payments deducted from their paychecks and forwarded by the County to a group other than an exclusive bargaining agent, provided such employees are

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advised that their payments are not being transmitted to the exclusive bargaining agent for their bargaining unit.

- (h) To be represented at any formal discussion between one or more representatives of the County and one or more employees in the bargaining unit or their representatives concerning (1) any matter that is within the scope of collective bargaining as set forth in the definition of collective bargaining (see Section 3-10-2); or (2) any examination of bargaining unit employees by a representative of the County in connection with an investigation if the employee reasonably believes that the examination involves matters covered by any collective bargaining agreement then in effect, and the employee requests representation. An individual employee may present a personal complaint or question at any time to the County without the intervention of an employee organization, provided that any such organization that is recognized by the County as the exclusive bargaining agent for the bargaining unit in which the employee is a member is afforded an effective opportunity to be present and to offer its view at any meetings held to adjust the matter and that any adjustment made shall not be inconsistent with the terms of any applicable collective bargaining agreement. Such employee or employees who utilize this avenue of presenting personal complaints to the County shall not do so under the name, or by representation, of an employee organization.

**[OPTION to add to (h), after the first sentence: “The County shall inform the employee that the employee has a right to union representation prior to any such discussion or interview, and the employee shall have a right to request union representation before proceeding with the discussion or interview.”]**

**[OPTION to add a new subparagraph: “To meet with individual employees on the premises of the employer during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues, provided such meetings do not interfere with the work of the County.”]**

**Sec. 3-10-12 – Good Faith Bargaining.**

- (a) A written request for bargaining must be submitted by the exclusive bargaining agent to the County Executive and negotiations must begin

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no later than July 1 and conclude (including any required mediation or impasse procedures) by October 15 of any year where an agreement is sought to be effective at the beginning of the next fiscal year, in order to accommodate the County budget process. Failure of the parties to reach agreement by September 1, or at such earlier time as the parties may agree in writing, shall constitute an impasse and trigger impasse resolution procedures under this Article.

- (b) Nothing in this Article requires either party to make any concessions or agree to the other party's proposals.
- (c) Good faith bargaining shall not include submission of or a response to a proposal that:
  - (1) violates the rights of employees as set forth in this Article, or
  - (2) impairs, restricts, or delegates the authority of the County as set forth in Section 3-10-4, other than as the County may expressly allow as a matter of permissive bargaining.

**[Alternative OPTIONS: “impairs, restricts, or delegates the authority of the County as set forth in Section 3-10-4(b) and (c)” or strike (2).]**

**Section 3-10-13. - Approval of tentative agreement.**

- (a) When an exclusive bargaining agent and the County Executive’s bargaining representative reach a tentative agreement, they shall reduce it to writing and execute it, signifying the approval of the bargaining agent and the County Executive. No agreement, whether voluntarily negotiated or the result of final, binding arbitration as set forth in this Article, shall be effective or enforceable:
  - (1) until a fiscal impact study of the tentative agreement, prepared as bargaining proceeds, has been finalized by the County Department of Management and Budget;

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- (2) the fiscal impact study of the tentative agreement is submitted to the County Board, and a public hearing held by the last day of December on the fiscal impact of the tentative agreement;
  - (3) the County Board specifies by resolution no later than the last day of December its good faith commitment to appropriate funding necessary for the County to meet obligations under the tentative agreement as set forth in the fiscal impact study provided for in this section, with the understanding that any such resolution remains subject to actual appropriation. If the Board does not resolve to fund any provision(s) of the tentative agreement requiring appropriation, the County Executive and the exclusive bargaining agent may re-open negotiations, which shall be scheduled as promptly as possible with the good faith objective to negotiate provisions that may be acceptable to the Board for its consideration within the County's budget preparation and approval schedule. Upon presentation to the Board of any tentative agreement re-negotiated under this subsection before the end of the calendar year, the Board shall consider and may specify by resolution as soon as practicable its good faith commitment to appropriate funding necessary for the County to meet obligations under the tentative agreement, with the understanding that any such resolution remains subject to actual appropriation; and
  - (4) the tentative agreement is approved by the exclusive bargaining agent by ratification of the tentative agreement in accordance with the bargaining agent's governing procedures and evidenced by the signature of an authorized agent, which may be an electronic signature made in accordance with applicable state law.
- (b) A written agreement shall be contrary to public policy and therefore shall not bind the parties or be enforceable by either party to the extent that it is not the result of good faith bargaining as defined in this Article.

**Section 3-10-14. – Mediation and Arbitration.**

- (a) Mediation.

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- (1) Labor-Management Disputes: The County and an exclusive bargaining agent shall first attempt to resolve labor-management disputes informally by discussion between the parties' designees. In the event that the County and the bargaining agent are unable to informally resolve a labor-management dispute, either party or the parties jointly may submit the dispute to the LRA for mediation pursuant to procedures instituted by the LRA.
  - (2) Impasse: In the event that the County and the bargaining agent are unable to reach a collective bargaining agreement by September 1, or at such earlier time as they may mutually agree, an impasse may be called by either party and resolution may be sought by submission of those unresolved issues for mediation by the LRA or a mediator selected through procedures established by the LRA. The parties shall jointly request mediation within five (5) days of such a declared impasse. Whether impasse is declared as set forth herein or triggered by operation of Section 3-10-12 due to failure to reach agreement by September 1, the LRA or other mediator shall set reasonable deadlines for all steps of the mediation process. Negotiations on other matters may continue throughout impasse mediation procedures.
  - (3) The mediation process is advisory only, and the LRA or other mediator shall have no authority to bind either party.
  - (4) The mediation process and any comments, statements, or suggestions from the LRA or other mediator or the parties and any documents evidencing the same made or created during the mediation process shall not be disclosed except as required by law.
  - (5) The parties shall share the costs of mediation equally.
- (b) Arbitration: If the County and exclusive bargaining agent are unable to reach agreement resolving any labor-management dispute or impasse submitted to mediation as provided for in this Article by any deadline set forth in procedures provided in this Article or adopted by the LRA, the mediator shall render findings of fact and require the parties to submit their statements of their final position on the issue(s)

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about which they continue to disagree. Thereafter, the labor-management dispute or impasse shall be submitted to final and binding arbitration, subject to the plenary authority of the Board of Supervisors to determine whether to appropriate funding for the tentative agreement. Such arbitration shall be conducted pursuant to procedures adopted by the LRA which shall, at a minimum, require the parties' joint selection of an arbitrator and shall provide for timing requirements that ensure the conclusion of impasse proceedings on a schedule that complies with Section 3-10-13. The parties shall share the costs of arbitration equally. In making a determination under this subsection, the arbitrator shall consider the following factors:

- (1) Stipulations of the parties;
- (2) The interests and welfare of the public;
- (3) The financial ability of the employer to meet the financial obligations in the proposed collective bargaining agreement;
- (4) The overall compensation presently received by the employees involved in the arbitration;
- (5) Comparison of wages, benefits, and working conditions of the employees involved in the arbitration proceedings with the wages, benefits, and working conditions of other persons performing similar services in the public and private sectors, if applicable;
- (6) Past collective bargaining agreements between the parties, including the past bargaining history that led to the agreements, or the pre-collective bargaining history of employee wages, benefits, and working conditions;
- (7) Comparison of working conditions of other Fairfax County personnel; and
- (8) Such other factors that are normally or traditionally taken into consideration in the determination of wages, benefits, and working conditions of employment through voluntary collective bargaining,

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mediation, arbitration, or otherwise between the parties, in the public sector.

- (c) Any grievance, mediation, arbitration, or other resolution procedure negotiated by the parties and available to challenge disciplinary or other personnel actions set forth in Virginia Code Section 15.2-1506, et seq., shall comply with the minimum requirements set forth in the statute(s), as well as any other statutory grievance rights of law enforcement officers and fire and emergency medical employees.

**Section 3-10-15. - Strikes and other job actions.**

- (a) Pursuant to Virginia Code Section 40.1-55, any employee of the County or of any agency or authority of the County who, in concert with two or more other such employees, strikes or willfully refuses to perform the duties of their employment shall be deemed by that action to have terminated their employment and shall be ineligible for employment in any position or capacity during the next 12 months by the County. If an employee is terminated under this provision, such employment action shall be noted in the employee's personnel file in the agency and in the central Human Resources Department. The County agrees that no lockout shall take place.
- (b) Following notice and an opportunity to be heard, any employee organization determined to have violated this section shall cease to be accorded recognition under this Article, shall cease to receive any dues or fees collected by paycheck withholding, and shall not be accorded recognition or receive any dues or fees collected by paycheck withholding for a period of one (1) year.

**[OPTION to strike (b). Not required by Virginia law but serves as a further deterrent to strikes.]**

**Section 3-10-16. – Prohibited Practices**

Neither the County nor any exclusive bargaining agent shall refuse to negotiate in good faith with respect to matters within the scope of collective bargaining as defined in Section 3-10-2.

- (a) The County and its agents shall not:

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- (1) Interfere with, restrain, or coerce employees in the exercise of rights granted by this Article;
- (2) Dominate or interfere in the administration of any employee organization;
- (3) Deter or discourage employees or applicants for County positions from becoming or remaining members of an employee organization, or from authorizing dues deductions, or voting to authorize union representation, or exercising any of their rights under this Article.
- (4) Encourage or discourage membership in any employee organization, committee, or association including by discrimination in hiring, tenure, or other terms and conditions of employment, provided that use of County property and time for meetings and the County's communication system for employee organization business, as may be permitted by this Article or a collective bargaining agreement, shall not be deemed encouragement prohibited by this subsection;
- (5) Discharge or discriminate against any employee because the employee has filed an affidavit, petition, or complaint or given any information or testimony under this Article or because the employee has formed, joined, or chosen to be represented by any exclusive bargaining agent;
- (6) Deny the rights accompanying certification as the exclusive bargaining agent as conferred by this Article;
- (7) Refuse to bargain collectively with the exclusive bargaining agent as provided in this Article;
- (8) Refuse to participate in good faith in any agreed-upon impasse resolution procedures or those set forth in this Article;

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- (9) Refuse to reduce a collective bargaining agreement to writing and sign such agreement provided all conditions for an enforceable agreement, as set forth in this Article, have been met; or
  - (10) Enforce any rule or regulation which is plainly in direct conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed.
- (b) No employee organization or its agents shall:
- (1) Interfere with, restrain, or coerce any employee with respect to rights granted in this Article or with respect to selecting an exclusive representative;
  - (2) Fail to represent an employee who is in a bargaining unit exclusively represented by the employee organization fairly and without discrimination provided such failure is willful or deliberate;
  - (3) Refuse to bargain collectively with the County as provided in this Article;
  - (4) Refuse to participate in good faith in or violate any agreed-upon impasse resolution procedures or those set forth in this Article; or
  - (5) Engage in conduct which is plainly in direct conflict with any applicable collective bargaining agreement.
- (c) Prohibited practice charge procedures.
- (1) Proceedings against a party alleging a violation of this Section shall be commenced by filing a charge with the LRA within 120 days of the alleged violation, or acquiring knowledge thereof, and causing a copy of the charge to be served upon the accused party in the manner of an original notice as provided in Section 3-10-18. The accused party shall have ten (10) days within which to file a written answer to the charge. The LRA may conduct a preliminary investigation of the alleged violation, and if the LRA determines

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that the charge has no legal or factual basis, the LRA may dismiss the charge. If the charge is not dismissed, the LRA shall promptly thereafter set a time and place for a hearing. The parties shall be permitted to be represented by counsel or other designated representative, summon witnesses, and request the LRA to subpoena witnesses and the production of records on the requester's behalf. Compliance with the technical rules of pleading and evidence shall not be required.

- (2) The LRA may designate a hearing officer to conduct any hearing. The hearing officer shall have such powers as may be exercised by the LRA for conducting the hearing and shall follow procedures adopted by the LRA for conducting the hearing. The decision of the hearing officer may be appealed to the LRA and the LRA may hear the case de novo or upon the record as submitted before the hearing officer.
- (3) The LRA shall provide for an official written transcript to report the proceedings, the costs of which shall be borne equally by the parties.
- (4) The LRA shall file its findings of fact and conclusions. If the LRA finds that the party accused has violated any provision of this Section, the LRA may issue an order directing the party to cease and desist engaging in the violation and may order such other reasonable affirmative relief as is necessary to remedy the violation. Under the provisions for court review of arbitration awards set forth in the Uniform Arbitration Act (Virginia Code Sections 8.01-581.01, et seq.), the LRA may petition the circuit court for enforcement of an order made under this Section.
- (5) Findings of the LRA shall be considered as a final award of an arbitrator in accordance with the Virginia Uniform Arbitration Act, Virginia Code Sections 8.01-581.01, et seq. Any party aggrieved by any decision or order of the LRA may, within twenty-one (21) days from the date such decision or order is filed, appeal to the circuit court to obtain judicial review pursuant to the provisions for judicial review set forth in the Uniform Arbitration Act (Virginia Code Sections 8.01-581.01, et seq.).

**Section 3-10-17. - Time limits.**

Any time limits in this Article may be extended by written agreement of the County, the employee organization, and any other appropriate parties.

**Section 3-10-18 – Notices.**

Any notice required under the provisions of this Article shall be in writing, but service of any such notice shall be sufficient if mailed by certified mail, return receipt requested, addressed to the last-known address of the parties, unless otherwise provided in this Article or by the rules of the LRA, which rules shall provide for the electronic service of documents. Refusal of certified mail by any party shall be considered service. Prescribed time periods shall commence from the date of the receipt of the notice.

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