

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
June 27, 2023**

AGENDA

9:30	Done	Presentations
9:30	Done	Presentation of the A. Heath Onthank Awards
9:30	Done	Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
10:00	Done	Matters Presented by Board Members
10:00	Done	Items Presented by the County Executive

**ADMINISTRATIVE
ITEMS**

1	Approved	Approval of the Fairfax County Emergency Operations Plan
2	Approved	Resolution to Adopt the Updated Northern Virginia Regional Hazard Mitigation Plan
3	Approved	Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance Amendment Re: Article 6 Parking and Loading and Related Changes
4	Approved	Authorization to Advertise a Public Hearing to Lease County-Owned Properties for the Purpose of Installing Solar Facilities (Franconia, Mason, and Braddock Districts)
5	Approved	Authorization for the Fairfax County Department of Transportation to Apply for and Accept Grant Funding from the United States Department of Transportation's FY 2023 Safe Streets and Roads for All Discretionary Grant Program (Franconia and Mason Districts)
6	Approved	Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Gateshead Road (Mount Vernon District)
7	Approved	Authorization to Advertise a Public Hearing on a Proposal to Prohibit Through Truck Traffic on Lorton Market Street and Gunston Cove Road (Mount Vernon District)
8	Approved	Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Pender Drive (Springfield District)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
June 27, 2023**

**ADMINISTRATIVE
ITEMS
(continued)**

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| 9 | Approved | Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Boone Boulevard (Providence District) |
| 10 | Approved | Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Boston Boulevard, Corporate Court, and Research Way (Mount Vernon District) |
| 11 | Approved | Authorization to Advertise a Public Hearing to Convey Board-Owned Property on Columbia Pike to the Fairfax County Redevelopment and Housing Authority (Mason District) |
| 12 | Approved | Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the Department of Criminal Justice Services, FY 2023 Project Safe Neighborhoods Grant Program |
| 13 | Approved | Supplemental Appropriation Resolution AS 23267 for the Fairfax County Police Department to Accept Grant Funding from the Virginia Department of Criminal Justice Services for Law Enforcement Equipment |
| 14 | Approved | Authorization to Advertise a Public Hearing to Amend Appendix O of the Fairfax County (County) Code to Create a Local Stormwater Management Assistance Fund and Enter into an Agreement with Northern Virginia Soil and Water Conservation District for Fund Administration |
| 15 | Approved | Supplemental Appropriation Resolution AS 23254 for the Department of Housing and Community Development to Accept Grant Funding from the U.S. Department of Housing and Urban Development for the Community Project Funding Requests Included in the Consolidated Appropriations Act, 2023 |

ACTION ITEMS

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|---|--------------------------------------|---|
| 1 | Approved | Approval of a Memorandum of Understanding Between the Board of Supervisors and the Southeast Fairfax Development Corporation, Inc. (Franconia and Mount Vernon Districts) |
| 2 | Deferred to
July 11, 2023 | Approval of a Parking Reduction for the Redevelopment of the West Falls Church Metro Station Site (Dranesville District) |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
June 27, 2023**

**ACTION ITEMS
(continued)**

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|----|-----------------|---|
| 3 | Approved | Approval of a Parking Reduction for Chesapeake Bay Plaza LLC - 5501-5515 Leesburg Pike (Mason District) |
| 4 | Approved | Designation of the Telestar Court Site as a Revitalization Area (Providence District) |
| 5 | Approved | Resolution of Support for Modifications of the Limited Access Line of Interstate 495 to Provide Direct Pedestrian Access (Providence District) |
| 6 | Approved | Approval of an Agreement Between the Fairfax County School Board and Fairfax County Board of Supervisors Relating to the Installation and Operation of a Video Monitoring System to Enforce the Law Against Passing Stopped School Buses in Accordance with The Code of the County of Fairfax, Chapter 82, Article 2, Section, 82-2-8 |
| 7 | Approved | Approval of and Authorization to Execute the Tysons Community Center Development Agreement with Arlington Partnership for Affordable Housing, Inc. and the Fairfax County Redevelopment and Housing Authority for the Development of the Tysons Community Center in the Dominion Square Project (Hunter Mill District) |
| 8 | Approved | Approval of a Parking Reduction for Dominion Square West – Buildings C-5 & C-6 Multi-Family Development (Hunter Mill District) |
| 9 | Approved | Authorization of Fall 2023 School Bond Referendum |
| 10 | Approved | Approval of the Consolidated Community Funding Advisory Committee Recommendations for the FY 2025 and FY 2026 Funding Categories for the Consolidated Community Funding Pool |

CLOSED SESSION

Done	Closed Session
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**FAIRFAX COUNTY
BOARD OF SUPERVISORS
June 27, 2023**

**PUBLIC
HEARINGS**

3:30	Approved	Public Hearing on SE 2021-MV-00018 (Olde Towne Pet Resort Springfield LLC) (Mount Vernon District)
3:30	Approved	Public Hearing on SE 2022-LE-00047 (Enterprise RAC Company of Maryland, LLC) (Franconia District)
3:30	Approved	Public Hearing on RZ 2022-PR-00017 (Madison Investment Portfolio LLC) (Providence District)
3:30	Approved	Public Hearing on RZ 2022-DR-00006 (FCGP-Metro Development, LLC) (Dranesville District)
4:00	Approved	Public Hearing on RZ 2022-LE-00012 (Beazer Homes LLC) (Franconia District)
4:00	Approved	Public Hearing on Proposed Plan Amendment 2021 IV-FS1, 6235 & 6245 Brandon Avenue (Franconia District)
4:00	Approved	Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Little River Turnpike Walkway - Hillbrook Drive - Little River Run Drive (Mason District)
4:00	Approved	Public Hearing on Amendments to the Code of the County of Fairfax, Chapter 82, Motor Vehicles and Traffic
4:00	Approved	Public Hearing on an Agreement Between the Commissioner of Highways and the Board of Supervisors Regarding Removing Signs Located Within the Limits of any Highway in Fairfax County
4:00	Deferred to July 25, 2023 at 3:00pm	Public Hearing on Proposed Plan Amendment 2021-IV-S2, Villa Park Road, Located South of Villa Park Road and West of the Ramp Between Backlick Road and Westbound Franconia-Springfield Parkway (Franconia District)
4:00	Held	Public Comment



Fairfax County, Virginia

BOARD OF SUPERVISORS

AGENDA

**Tuesday
June 27, 2023**

9:30 a.m.

PRESENTATIONS

- RESOLUTION — To recognize the Vienna Youth Inc. Varsity Boys Rugby Team on their championships. Requested by Supervisors Herrity and Alcorn and Palchik.
- RESOLUTION — To recognize the Reston Community Players for their recent awards. Requested by Supervisor Alcorn.
- RESOLUTION — To recognize PRS on its 60th anniversary and for its contributions to the community. Requested by Chairman McKay and Supervisors Palchik and Walkinshaw.
- RESOLUTION — To recognize Larry Butler, of the Reston Association, upon his retirement and for his many contributions to the community. Requested by Supervisor Alcorn.
- RESOLUTION — To recognize the law enforcement personnel and others who contributed to the successful resolution of the Route 1 standoff. Requested by Chairman McKay and Supervisors Storck and Lusk.

STAFF:

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

Board Agenda Item
June 27, 2023

9:30 a.m.

Presentation of the A. Heath Onthank Awards

ENCLOSED DOCUMENTS:

None.

PRESENTED BY:

John Townes, Civil Service Commission, Commissioner
Renko Hardison, Onthank Award Committee, Chairman
Jeffrey McKay, Chairman, Board of Supervisors
Bryan J. Hill, County Executive
Ellica Seard-McCormick, Deputy County Executive

Board Agenda Item
June 27, 2023

9:30 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard June 27, 2023

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

FINAL COPY

APPOINTMENTS TO BE HEARD JUNE 27, 2023
(ENCOMPASSING VACANCIES PROJECTED THROUGH JULY 1, 2023)
 (Unless otherwise noted, members are eligible for reappointment)

**A. HEATH ONTHANK MEMORIAL AWARD
 SELECTION COMMITTEE (1-year term)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Clifford L. Fields; 2/09-1/20 by Bulova) Term exp. 1/21 <i>Resigned</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's

**ADVISORY SOCIAL SERVICES BOARD
 (4-year terms – limited to 2 full terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by David T. S. Jonas; appointed 10/19 by Bulova; 9/20 by McKay) Term exp. 9/24 <i>Resigned</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Amrita Banerjee; appointed 9/16-9/20 by Herrity) Term exp. 9/24 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Richard N. Rose (Appointed 7/97-4/01 by Hanley; 9/05-5/09 by Connolly; 6/13- 6/17 by Bulova) Term exp. 5/21	Builder (Multi-Family) Representative		By Any Supervisor	At-Large
James H. Scanlon (Appointed 6/93-5/17 by Bulova) Term exp. 5/21	Engineer/Architect/ Planner #1 Representative		By Any Supervisor	At-Large
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 5/06 by Connolly) Term exp. 5/10 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large
Francis C. Steinbauer (Appointed 8/02-5/18 by Hudgins) Term exp. 5/22	Non-Profit Housing Representative		By Any Supervisor	At-Large

AFFORDABLE HOUSING ADVISORY COUNCIL (AHAC) (2-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Richard C. Sullivan (Appointed 6/21 by McKay) Term exp. 6/23	Co-Chair #2 Representative	Richard C. Sullivan	McKay	At-Large Chairman's
New Position	Mason District Representative	Jeremy G. Allen	Gross	Mason
Keary Kincannon (Appointed 9/21 by Storck) Term exp. 6/23	Mount Vernon District Representative	Keary Kincannon	Storck	Mount Vernon
Joseph Mondoro (Appointed 7/21 by Palchik) Term exp. 6/23	Providence District Representative	Joseph Mondoro	Palchik	Providence
Paul Zurawski (Appointed 9/22 by Herrity) Term exp. 6/23	Springfield District Representative	Paul Zurawski	Herrity	Springfield
Sardar A. Zaman (Appointed 10/21 by Smith) Term exp. 6/23	Sully District Representative		Smith	Sully

CONFIRMATIONS NEEDED:

- Dr. Eleanor M. Vincent as the Advocacy Group #2 Representative
- Dr. Vernon C. Walton as the Business, Economic Development, Health #3 Representative
- Ms. Marlene W. Blum as the Health Care Advisory Board Representative
- Ms. Maura Williams as the Chair of the Continuum of Care Committee

AIRPORTS ADVISORY COMMITTEE (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Robert K. Ackerman: appointed 1/08-1/20 by Foust) Term exp. 1/23 <i>Resigned</i>	Dranesville Business Representative		Foust	Dranesville
VACANT (Formerly held by Kristi Stolzenberg; appointed 6/21 by Gross) Term exp. 1/23 <i>Resigned</i>	Mason District Representative		Gross	Mason

ALCOHOL SAFETY ACTION PROGRAM LOCAL POLICY BOARD (ASAP) (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Grant J. Nelson Appointed 10/95-5/01 by Hanley; 6/04-9/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #2 Representative		By Any Supervisor	At-Large
Darren Dickens (Appointed 11/96-5/01 by Hanley; 6/04-10/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #3 Representative		By Any Supervisor	At-Large

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**ALCOHOL SAFETY ACTION PROGRAM LOCAL
POLICY BOARD (ASAP) (3-year terms)**
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Jayant Reddy; appointed 1/16-7/18 by Bulova) Term exp. 8/21 <i>Resigned</i>	At-Large #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Richard Bolger; appointed 1/21 by McKay) Term exp. 10/23 <i>Resigned</i>	At-Large #5 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Marcia Pape Daniels (Appointed 6/21 by Walkinshaw) Term exp. 6/23	Braddock District Principal Representative	Marcia Pape Daniels	Walkinshaw	Braddock
Mark H. O'Meara (Appointed 7/21 by Walkinshaw) Term exp. 6/23	Braddock District Alternate Representative	Mark H. O'Meara	Walkinshaw	Braddock
Gregory Beckwith (Appointed 7/13-6/21 by Foust) Term exp. 3/23	Dranesville District Principal Representative		Foust	Dranesville

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ATHLETIC COUNCIL (2-year terms)

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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Brian Luwis (Appointed 7/19-6/21 by Foust) Term exp. 3/23	Dranesville District Alternate Representative		Foust	Dranesville
Barbara R. Lowrey (Appointed 7/99-6/21 by Gross) Term exp. 6/23	Mason District Principal Representative	Barbara R. Lowrey	Gross	Mason
VACANT (Formerly held by Terry Adams; appointed 11/11-7/13 by Gross) Term exp. 6/15 <i>Resigned</i>	Mason District Alternate Representative		Gross	Mason
VACANT (Formerly held by Kelly Ego-Osuala; appointed 1/21 by Palchik) Term exp. 9/24 <i>Resigned</i>	Providence District Alternate Representative	Dean Shepard	Palchik	Providence
Mark R. Heilbrun (Appointed 12/10-6/21 by Herrity) Term exp. 6/23	Springfield District Alternate Representative	Mark R. Heilbrun	Herrity	Springfield
VACANT (Formerly held by Mark E. Abbott: appointed 4/03-3/05 by Frey; 5/17-3/21 by Smith) Term exp. 3/23 <i>Resigned</i>	Sully District Alternate Representative		Smith	Sully

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1-year term)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Ken Balbuena (Appointed 7/20-8/22 by McKay) Term exp. 6/23	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Raymond Smith; appointed 7/20-6/22 by Walkinshaw) Term exp. 6/23 <i>Resigned</i>	Braddock District Representative		Walkinshaw	Braddock
VACANT (Formerly held by Barbara Glakas; appointed 1/12-6/19) Term exp. 6/21 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville
Saud Hasan Shah (Appointed 5/21-6/22 by Lusk) Term exp. 6/23	Franconia District Representative		Lusk	Franconia
Marie Colturi (Appointed 9/20-6/22 by Alcorn) Term exp. 6/23	Hunter Mill District Representative	Marie Colturi	Alcorn	Hunter Mill
Abby Block (Appointed 7/21-6/22 by Gross) Term exp. 6/23	Mason District Representative		Gross	Mason
Roberta Kelley Paul (Appointed 7/17-6/22 by Storck) Term exp. 6/23	Mount Vernon District Representative	Roberta Kelley Paul	Storck	Mount Vernon
Emilie F. Miller (Appointed 7/20-6/22 by Palchik) Term exp. 6/23	Providence District Representative	Emilie F. Miller	Palchik	Providence

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BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1-year term)

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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Kim S. Farington (Appointed 1/1-11/22 by Herrity) Term exp. 6/23	Springfield District Representative	Kim S. Farington	Herrity	Springfield
Debbie Kilpatrick (Appointed 6/18-6/22 by Smith) Term exp. 6/23	Sully District Representative		Smith	Sully

BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4-year terms)

NOTE: No official, technical assistant, inspector or other employee of the Department of Public Works and Environmental Services, Department of Planning and Development, or Fire and Rescue Department shall serve as a member on this Board.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Wayne Bryan; appointed 6/13-2/17 by Bulova) Term exp. 2/21 <i>Resigned</i>	Alternate #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Thomas J. Schroeder; appointed 06/92-2/17 by Bulova) Term exp. 2/21 <i>Resigned</i>	Design Professional #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Wayne Bryan; Appointed 3/21 by McKay) Term exp. 2/25 <i>Resigned</i>	Design Professional #3 Representative		By Any Supervisor	At-Large

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BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4-year terms)

Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Daren Shumate; appointed 2/16-7/20 by Gross) Term exp. 2/24 <i>Resigned</i>	Design Professional #5 Representative		By Any Supervisor	At-Large

**BOARD OF EQUALIZATION OF REAL ESTATE
ASSESSMENTS (BOE) (2-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Maria Dolores Quintela; appointed 2/20-11/21 by McKay) Term exp. 12/23 <i>Resigned</i>	Professional #1 Representative		By Any Supervisor	At-Large

CATHY HUDGINS COMMUNITY CENTER ADVISORY COUNCIL (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Nahom Sewenet; appointed 10/22 by Alcorn) Term exp. 4/24 <i>Resigned</i>	Fairfax County #9 Representative		By Any Supervisor	At-Large

**CHESAPEAKE BAY PRESERVATION ORDINANCE
EXCEPTION REVIEW COMMITTEE (4-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Anne Kanter; appointed 12/03 by Hanley; 9/07 by Connolly; 9/11-10/18 by Bulova) Term exp. 9/23 <i>Resigned</i>	At-Large #1 Representative		McKay	At-Large Chairman's

CIVIL SERVICE COMMISSION (2-year terms)

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Deborah A. Woolen (Appointed 7/19 by McKay; 12/20 by Lusk) Term exp. 12/22	At-Large #2 Representative		By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
New Position	Lesbian-Gay- Bisexual-Queer- Intersex-Asexual ("LGBQIA+") Representative		McKay	At-Large Chairman's

COMMUNITY ACTION ADVISORY BOARD (CAAB) (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Jim Edwards-Hewitt (Appointed 10/05-2/20 by Gross) Term exp. 2/23	Mason District Representative		Gross	Mason

CONSUMER PROTECTION COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by John Theodore Fee; appointed 7/97-9/16 by Bulova; 7/21 by McKay) Term exp. 7/24 <i>Resigned</i>	Fairfax County Resident #10 Representative		By Any Supervisor	At-Large

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Jay Monroe; appointed 5/21 by Alcorn) Term exp. 2/24 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill
VACANT (Formerly held by Derrick Robinson; appointed 7/21-9/22 by Storck) Term exp. 8/25 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Jennifer Chronis; appointed 12/16-7/18 by Herrity) Term exp. 8/21 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Michael J. Cooper; appointed 3/04-7/18 by Smyth) Term exp. 3/22 <i>Resigned</i>	At-Large #6 Representative		By Any Supervisor	At-Large

ECONOMIC DEVELOPMENT AUTHORITY (EDA) (4-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
James Quigley (Appointed 6/16-5/19 by Bulova) Term exp. 7/23	At-Large #2 Citizen Representative	James Quigley (McKay)	By Any Supervisor	At-Large
Roderick Mitchell (Appointed 10/20 by McKay) Term exp. 7/22	At-Large #3 Citizen Representative		By Any Supervisor	At-Large
Steven Partridge (Appointed 6/19 by Bulova) Term exp. 7/23	At-Large #6 Citizen Representative	Steven Partridge (McKay)	By Any Supervisor	At-Large

ENGINEERING STANDARDS REVIEW COMMITTEE (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Howard J. Guba; appointed 6/18 by Bulova) Term exp. 3/21 <i>Resigned</i>	Citizen #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Maya Huber; appointed 12/09-1/14 by Confirmation; 5/18 by Bulova) Term exp. 3/21 <i>Resigned</i>	Citizen #4 Representative		By Any Supervisor	At-Large

CONFIRMATION NEEDED:

- Mr. Kevin Pullen as the League of Women Voters Representative

ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Juana Elisa Meara: Appointed 5/22 by Palchik) Term exp. 1/25 <i>Resigned</i>	Providence District Representative		Palchik	Providence

CONFIRMATION NEEDED:

- Ms. Oaklen Kalinichenko as the Student Representative

FAIRFAX AREA DISABILITY SERVICES BOARD

(3-year terms - limited to 2 full terms)

NOTE: Members may be reappointed after being off the Board for three years. State Code requires that the membership in the local disabilities board include at least 30 percent representation by individuals who have physical, visual, or hearing disabilities or their family members. For this 15-member board, the minimum number for this representation would be five members.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Deborah K. Hammer (Appointed 3/16-1/20 by Storck) Term exp. 11/22 <i>Not eligible for reappointment</i>	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Erika James-Jackson; appointed 8/22 by Smith) Term exp. 11/24 <i>Resigned</i>	Sully District Representative		Smith	Sully

**FAIRFAX COMMUNITY LONG TERM CARE
COORDINATING COUNCIL (2-year terms)**

CONFIRMATION NEEDED:

- Ms. Emily Braley as the Long Term Care Providers #10 Representative

FAIRFAX COUNTY 250TH COMMISSION (6-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Donald Hakenson; appointed 12/21 by Lusk) Term exp. 6/27 <i>Resigned</i>	Franconia District Representative		Lusk	Franconia

**FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION BOARD
(3-year terms - limited to 2 full terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Marion Myers (Appointed 6/20 by Alcorn) Term exp. 6/23	Hunter Mill District Representative	Marion Myers	Alcorn	Hunter Mill
William D. Lecos (Appointed 5/18-6/20 by Gross) Term exp. 6/23	Mason District Representative	William D. Lecos	Gross	Mason

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FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION BOARD
(3-year terms - limited to 2 full terms)
Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert H. Maurer (Appointed 6/20 by Palchik) Term exp. 6/23	Providence District Representative		Palchik	Providence

CONFIRMATION NEEDED:

- Ms. Regina E. Morrone as the Fairfax County Convention and Visitors Corporation #10 Representative

**FAIRFAX COUNTY EMPLOYEES' RETIREMENT
SYSTEM BOARD OF TRUSTEES (4-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Anthony H. Griffin (Appointed 9/20 by Gross) Term exp. 6/23	At-Large #2 Representative		By Any Supervisor	At-Large

FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD**(3-year terms – limited to 3 full terms)**

NOTE: In accordance with *Virginia Code* Section 37.2-501, "prior to making appointments, the governing body shall disclose the names of those persons being considered for appointment." Members can be reappointed after 1 year break from initial 3 full terms, VA Code 37.2-502.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Andrew Scalise (Appointed 7/20 by McKay) Term exp. 6/23	At-Large #2 Representative	Andrew Scalise (McKay) <i>(Nomination announced on May 23, 2023)</i>	By Any Supervisor	At-Large
VACANT (Formerly held by Diana Rodriguez; appointed 6/21 by McKay) Term exp. 6/23 <i>Resigned</i>	At-Large #3 Representative	Evan Jones (McKay) <i>(Nomination announced on May 23, 2023)</i>	By Any Supervisor	At-Large
Jennifer Adeli (Appointed 6/17-7/20 by Foust) Term exp. 6/23	Dranesville District Representative		Foust	Dranesville
Robert Bartolotta (Appointed 7/20 by Palchik) Term exp. 6/23	Providence District Representative	Robert Bartolotta <i>(Nomination announced on May 23, 2023)</i>	Palchik	Providence
Srilekha Reddy Palle (Appointed 2/20-7/20 by Herrity) Term exp. 6/23	Springfield District Representative	Srilekha Reddy Palle <i>(Nomination announced on May 23, 2023)</i>	Herrity	Springfield

HEALTH CARE ADVISORY BOARD (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Timothy Yarboro (Appointed 6/11-7/19 by Bulova) Term exp. 6/23	At-Large Representative		McKay	At-Large Chairman's
Ellyn L. Crawford (Appointed 6/07-6/19 by Hudgins) Term exp. 6/23	Hunter Mill District Representative	Ellyn L. Crawford	Alcorn	Hunter Mill
Marlene W. Blum (Appointed 6/07-6/19 by Smyth) Term exp. 6/23	Providence District Representative	Marlene W. Blum	Palchik	Providence

HEALTH SYSTEMS AGENCY BOARD (3-year terms -limited to 2 full terms)

NOTE: Members may be reappointed after 1 year break

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Linda S. Cook (Appointed 7/20 by McKay) Term exp. 6/23	Consumer #1 Representative	Linda S. Cook (McKay)	By Any Supervisor	At-Large
Michelle W. Kimmel (Appointed 10/21 by Alcorn) Term exp. 6/23	Consumer #2 Representative	Michelle W. Kimmel (Alcorn)	By Any Supervisor	At-Large
Anitha Raj (Appointed 1/23 by Smith) Term exp. 6/23	Consumer #6 Representative	Anitha Raj (Smith)	By Any Supervisor	At-Large
VACANT (Formerly held by Maria Zlotnick; appointed 6/20 by Alcorn) Term exp. 6/22 <i>Resigned</i>	Provider #4 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3-year terms)

NOTE: The Commission shall include at least one member who is a resident from each District.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Carole Herrick; appointed 6/06 by DuBois; 6/09-7/21 by Foust) Term exp. 6/24 <i>Resigned</i>	At-Large #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Julianne Mueller; appointed 1/23 by Gross) Term exp. 12/25 <i>Resigned</i>	Citizen #7 Representative	Rachel Rifkind (Gross)	By Any Supervisor	At-Large

HUMAN RIGHTS COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Emanuel Solon (Appointed 9/95-7/01 by Connolly; 9/04- 9/19 by Smyth) Term exp. 9/22	At-Large #5 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4-year terms)
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Fatima Mirza; appointed 12/16- 9/20 by Foust) Term exp. 7/24 <i>Resigned</i>	Dranesville District #2 Representative		Foust	Dranesville
VACANT (Formerly held by Lanita R. Thweatt; appointed 6/19-7/20 by Storck) Term exp. 7/24 <i>Resigned</i>	Mount Vernon District #1 Representative	Barbara Broman	Storck	Mount Vernon
VACANT (Formerly held by Tianja Grant; appointed 1/20-7/21 by Palchik) Term exp. 7/25 <i>Resigned</i>	Providence District #2 Representative		Palchik	Providence

JUVENILE AND DOMESTIC RELATIONS COURT CITIZENS ADVISORY COUNCIL (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Chris M. Jones (Appointed 3/21 by McKay) Term exp. 1/23	At-Large Chairman's Representative		McKay	At-Large Chairman's

NORTHERN VIRGINIA COMMUNITY COLLEGE BOARD
(4-year terms- limited to 2 full terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Christopher Wade (Appointed 7/19 by Bulova) Term exp. 6/23	Fairfax County #1 Representative	Christopher Wade (McKay)	By Any Supervisor	At-Large

POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Brendan D. Harold (Appointed 5/05- 11/14 by Hyland; 12/18 by Storck) Term exp. 12/22	Citizen At-Large #2 Representative		By Any Supervisor	At-Large

REDEVELOPMENT AND HOUSING AUTHORITY (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Roderick Maribojoc; appointed 11/20 by McKay) Term exp. 4/24 <i>Resigned</i>	At-Large #1 Representative	Michael Cushing (McKay)	By Any Supervisor	At-Large

SMALL BUSINESS COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Gigi Thompson Jarvis; appointed 12/20 by Foust) Term exp. 12/23 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Gwyn Whittaker; 11/20 by Alcorn) Term exp. 12/23 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill
VACANT (Formerly held by Daren Shumate; appointed 10/19- 12/21 by Gross) Term exp. 12/24 <i>Resigned</i>	Mason District Representative		Gross	Mason

TENANT-LANDLORD COMMISSION (3-year terms)
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Kenneth Reid; appointed 10/25 by Herrity) Term exp. 1/23 <i>Resigned</i>	Citizen Member #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Eric Fielding; appointed 6/15-1/19 by Bulova) Term exp. 12/21 <i>Resigned</i>	Citizen Member #3 Representative		By Any Supervisor	At-Large

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TENANT-LANDLORD COMMISSION (3-year terms)

Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Shahana Begum Islam; appointed 6/20 by Palchik) Term exp. 1/23 <i>Resigned</i>	Condo Owner Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Karen Geier-Smith; appointed 6/06-12/12 by Bulova; 2/16-2/22 by McKay) Term exp. 12/24 <i>Resigned</i>	Landlord Member #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Christopher Lee Kocsis; appointed 3/99-11/00 by Hanley; 1/04-12/06 by Connolly; 12/09-1/16 by Bulova) Term exp. 12/18 <i>Deceased</i>	Landlord Member #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Paula Park; appointed 2/14-1/20 by Foust) Term exp. 1/23 <i>Resigned</i>	Landlord Member #3 Representative		By Any Supervisor	At-Large
Perez Otonde (Appointed 5/21 by McKay) Term exp. 1/23	Tenant Member #2 Representative		By Any Supervisor	At-Large

Continued on next page

TENANT-LANDLORD COMMISSION (3-year terms)

Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Jade Harberg; appointed 7/17 by Bulova; 1/20 by McKay) Term exp. 1/23 <i>Resigned</i>	Tenant Member #3 Representative		By Any Supervisor	At-Large

TRANSPORTATION ADVISORY COMMISSION (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Linda Sperling; appointed 12/17-8/18 by Bulova; 6/20-8/22 by McKay) Term exp. 6/24 <i>Resigned</i>	At-Large Representative		By Any Supervisor	At-Large

TREE COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Laura Beaty; appointed 5/19 by Smyth; 11/20 by Palchik) Term exp. 10/23 <i>Resigned</i>	Providence District Representative	Rose Hendricks	Palchik	Providence

TRESPASS TOWING ADVISORY BOARD (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by John Theodore Fee; appointed 6/06-9/07 by Connolly; 9/10-0/19 by Bulova) Term exp. 9/22 <i>Resigned</i>	Citizen Representative		By Any Supervisor	At-Large

**TYSONS TRANSPORTATION SERVICE DISTRICT
ADVISORY BOARD (2-year terms)**

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

UNIFORMED RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Maria Teresa Valenzuela; appointed 7/16-11/17 by Bulova) Term exp. 10/21 <i>Resigned</i>	Citizen Appointed by BOS #4 Representative		By Any Supervisor	At-Large

VOLUNTEER FIRE COMMISSION (2-year terms)

CONFIRMATIONS NEEDED:

- Mr. Jeffrey A. Snow as the At-Large Representative
- Mr. Robert J. Mizer as the Zone III Representative
- Mr. Michael J. Masciola as the Zone IV Representative
- Mr. Shawn P. Stokes as the Volunteer Fire Chief's Association Representative

WATER AUTHORITY (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Harry F. Day (Appointed 5/96-6/20 by Gross) Term exp. 6/23	Mason District Representative	Harry F. Day	Gross	Mason
Joseph Cammarata (Appointed 6/17-6/20 by Storck) Term exp. 6/23	Mount Vernon District Representative	Joseph Cammarata	Storck	Mount Vernon
Burton Jay Rubin (Appointed 6/08-6/20 by Herrity) Term exp. 6/23	Springfield District Representative	Burton Jay Rubin	Herrity	Springfield

**YOUNG ADULTS ADVISORY COMMITTEE
(2-year terms - limited to 2 full terms)**

CONFIRMATION NEEDED:

- Ms. Jessica Seckman as the Fairfax County Government Employee Representative

Board Agenda Item
June 27, 2023

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
June 27, 2023

10:00 a.m.

Items Presented by the County Executive

ADMINISTRATIVE - 1

Approval of the Fairfax County Emergency Operations Plan

ISSUE:

Section 44-146.19E of the Code of the Commonwealth of Virginia and Section 15-1-5 of the Fairfax County Code require the County to prepare and keep current a comprehensive Emergency Operations Plan (EOP).

RECOMMENDATION:

The County Executive recommends the approval of the Fairfax County Emergency Operations Plan.

TIMING:

Board action is requested on June 27, 2023. This new plan represents a revision from the 2019 EOP and meets the Virginia requirement for updating the plan every four years.

BACKGROUND:

The 2023 Emergency Operations Plan is a result of the collective efforts of the Fairfax Department of Emergency Management and Security and the many other county departments and agencies with assigned emergency management roles and responsibilities. The final plan reflects many comments and suggestions received from a variety of stakeholders including participating county agencies, as well as other agencies and organizations that support the county during times of disasters.

This plan fulfills the Commonwealth of Virginia's requirement for each city and county to prepare and keep current an EOP to respond to disasters or large-scale emergencies. A Letter of Agreement has been signed by the agency and department directors involved in this plan.

The Fairfax County Emergency Operations Plan is a multi-discipline, all-hazards plan that establishes a single, comprehensive framework for the management of major emergencies and disasters within the county. The Plan is implemented when it becomes necessary to mobilize the resources identified herein in order to save lives, and protect property and infrastructure. This plan establishes the overall roles and responsibilities for emergency operations, as well as the concept of operations for the

Board Agenda Item
June 27, 2023

county. It is intended to be used in conjunction with established operational procedures, plans, and protocols.

The successful implementation of the EOP is contingent upon a collaborative approach with a wide range of partner agencies and organizations that provide crucial support during emergency operations. The EOP recognizes the significant role these partner agencies and organizations perform during emergencies and disasters and their specific roles and responsibilities are also included in the plan. The EOP is not intended as a stand-alone document but rather establishes the basis for more detailed planning by individual departments and agencies.

EQUITY IMPACT:

None.

FISCAL IMPACT:

None.

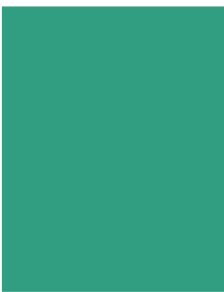
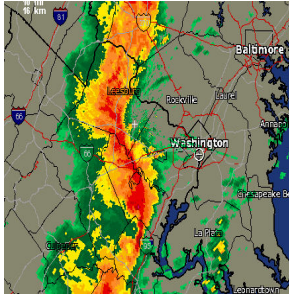
ENCLOSED DOCUMENTS:

Attachment 1: Fairfax County Emergency Operations Plan

STAFF:

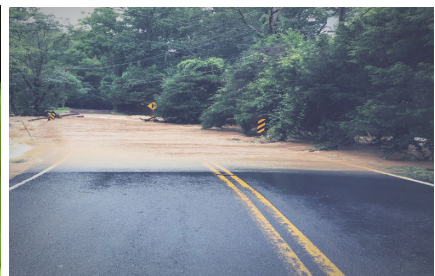
Thomas Arnold, Deputy County Executive

Seamus J. Mooney, Department of Emergency Management and Security, Coordinator



Fairfax County Emergency Operations Plan

June 2023



Fairfax County Emergency Operations Plan



Fairfax County is committed to nondiscrimination on the basis of disability in all county programs, services, and activities. Reasonable accommodations will be provided upon request. For information, call the Department of Emergency Management and Security at 571-350-1000, TTY 711.

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Fairfax County Emergency Operations Plan

Foreword

This document is a result of the collaborative efforts between the Fairfax County Department of Emergency Management and Security (DEMS) and the many other county departments and agencies that have emergency roles and responsibilities. The final plan incorporates comments and suggestions received from a variety of stakeholders including many partner agencies and organizations that provide critical support to the county during times of disaster.

This plan fulfills the Commonwealth of Virginia's requirement for each city and county to prepare and keep current an Emergency Operations Plan (EOP) to respond to disasters or large-scale emergencies. It also incorporates the National Incident Management System (NIMS) as the county standard for emergency response operations, as adopted by Fairfax County resolution on Nov. 21, 2005.

This plan establishes the overall roles and responsibilities for emergency operations, as well as the concept of operations for the county. It is intended to be used in conjunction with established operational procedures, plans, and protocols.

The EOP provides response services in consideration of persons with access and functional needs. The Plan addresses these populations using existing Fairfax County definitions for access and functional needs. In addition, the EOP incorporates culturally competent approaches that draw from the community-based values and customs of the culturally diverse population groups who live in Fairfax County. The intent of a culturally inclusive approach is to better ensure the emergency management process supports effective communication, understanding, and community interactions, so as to serve the whole community.

Users of this document are encouraged to recommend changes that will improve the clarity and use of this plan.

Submitted by: Seamus J. Mooney, Coordinator of Emergency Management and Security



Questions or comments concerning this document should be directed to:

Department of Emergency Management and Security
4890 Alliance Drive, Suite 2200
Fairfax, Virginia 22030
Tel: 571-350-1000, TTY 711

In the event of an emergency when there are crime victims involved as defined by §19.2-11.01 of the Code of Virginia the County of Fairfax will contact the Virginia Department of Virginia Criminal Justice Services (DCJS) and the Virginia Criminal Injuries Contact Fund (VCICF) to deploy. Both entities will serve as the lead for coordinating services and assistance to the victims.

Contact information:

Criminal Injury Compensation Fund (Virginia Victims Fund)

Virginia Workers' Compensation Commission
1000 DMV Drive
Richmond, VA 23220
<https://www.dcjs.virginia.gov/victims-services/report-campus-local-emergency>
Director's Phone: 804 367-1018
Assistant Director's Phone: 1-800-552-4007

Virginia Department of Criminal Justices Services

1100 Bank Street
Richmond, VA 23219
DCJS Main Line: 804-786.4000

Letter of Promulgation

Pursuant to the provisions of §44-146.19.E of the Code of the Commonwealth of Virginia and §14-1-5 of the Code of the County of Fairfax, the following Emergency Operations Plan for Fairfax County is hereby promulgated.

Approved:

Bryan J. Hill
County Executive
Fairfax County

Bill Ashton
Town Manager
Town of Herndon

Mercury Payton
Town Manager
Town of Vienna

Concur:

Thomas Arnold
Deputy County Executive
Safety and Security

Christina Jackson
Chief Financial Officer

Christopher Leonard
Deputy County Executive
Health, Housing and Human Services

Rachel Flynn
Deputy County Executive
Planning and Development

Ellicia Seard-McCormick
Deputy County Executive
Government Administration

Karla Bruce
Chief Equity Officer

Letter of Agreement

The Fairfax County Emergency Operations Plan (EOP or the plan) is a multidisciplinary all-hazards plan that establishes a comprehensive framework for the management of major emergencies and disasters within the county. The plan is implemented when it becomes necessary to mobilize the resources of the identified departments and agencies to save lives and protect property and infrastructure. The plan assigns primary and secondary roles and responsibilities to departments and agencies. The plan requires planning, training, and exercising prior to a real-world event in order for the county to respond effectively. Agreement to this plan represents a major commitment by agency leadership.

By signing this letter of agreement, the county departments and agencies agree to:

1. Perform assigned roles and responsibilities identified in this plan.
2. Implement the EOP concepts, processes, and structures when carrying out their assigned roles and functional responsibilities.
3. Conduct operations in accordance with the Incident Command System (ICS), applicable Homeland Security Directives, and the National Response Framework (NRF).
4. Conduct planning and preparedness activities designed to prepare agency staff to accomplish assigned emergency response and recovery responsibilities.
5. Develop and maintain supporting plans, operational procedures, functional annexes (coordinating agencies), and checklists to accomplish assigned responsibilities.
6. Conduct planning and training in cooperation with identified agencies (Emergency Support Function [ESF] coordinating and cooperating agencies) and DEMS.
7. Maintain financial records in accordance with guidance from the Department of Management and Budget (DMB), DEMS, and other applicable county procedures.
8. Establish, maintain, and exercise emergency notifications.
9. Develop and maintain an inventory of agency/department resources applicable to accomplishing assigned emergency functions using ICS software and processes.
10. Provide representatives with agency authority to the Emergency Operations Center (EOC), incident command post, or other identified emergency locations when activated and requested.
11. Participate in approved drills, tests, and exercises.
12. Maintain an approved agency/department-specific Continuity of Operations Plan (COOP) in accordance with county guidelines and standards, including identifying and preparing an alternate site(s) for the efficient relocation of operations.
13. Maintain a three-tier (or greater) line of succession for the agency/department's senior position with authority to make decisions for committing organizational resources.
14. Safeguard vital records including digital data.
15. Establish stand-by contracts for services, equipment, and other resources with private industry.
16. In cooperation with DEMS, establish mutual aid agreements with surrounding municipal, county, and military counterparts as appropriate.
17. Periodically review all emergency plans, policies, and procedures.

18. Familiarize and train all personnel with their emergency responsibilities and procedures on a regular basis.

Signatories

Reasa Currier
Director
Department of Animal Sheltering

Rebecca Makely
Director
Department of Cable and Consumer
Services

Gabriel Zakkak
Director
Department of Code Compliance

Seamus Mooney
Coordinator
Department of Emergency Management
and Security

Michael Becketts
Director
Department of Family Services

Christopher Pietsch
Director
Department of Finance

Thomas Fleetwood
Director
Department of Housing and Community
Development

Catherine Schafrik
Director
Department of Human Resources

Gregory Scott
Director
Department of Information Technology

Phillip Hagen
Director
Department of Management and Budget

Lloyd Tucker
Director
Department of Neighborhood and
Community Services

Tracy Strunk
Director
Department of Planning and
Development

*****Ed Falcon**
Director
Department of Public Safety
Communications

Christopher Herrington
Director
Department of Public Works and
Environmental Services

Lee Ann Pender
Director
Department of Procurement and Material
Management

Jaydeep Doshi
Director
Department of Tax Administration

*****Gregg Stevenson**
Director
Department of Transportation

Mark Moffatt
Director
Department of Vehicle Services

Jose Comayagua Jr.
Director
Facilities Management Department

Jai Cole
Director
Fairfax County Park Authority

Jessica Hudson
Director
Fairfax County Public Libraries

Stacey Kincaid
Sheriff
Fairfax County Sheriff's Office

Daryl Washington
Director
Fairfax-Falls Church Community Services
Board

John Butler
Fire Chief
Fire and Rescue Department

Gloria Addo-Ayensu MD
Director
Health Department

William Hicks
Director
Land Development Services

Elizabeth Teare
County Attorney
Office of the County Attorney

***** John Morrill**
Director
Office of Environmental and Energy
Coordination

Anthony Castrilli
Director
Office of Public Affairs

Kevin Davis
Police Chief
Police Department

*** Acting Director

Executive Summary

The Fairfax County Emergency Operations Plan (EOP or the plan) is a multi-discipline, all-hazards plan that establishes a single, comprehensive framework for the management of major emergencies and disasters within the county. The plan is implemented when it becomes necessary to mobilize the resources identified herein in order to save lives and protect property and infrastructure. The EOP incorporates the National Incident Management System (NIMS) as the county standard for incident management.

The plan outlines the roles and responsibilities assigned to county departments and agencies for response to disasters and emergencies. A Letter of Agreement (LOA), signed by the agency and department directors, is included in the plan. The LOA commits the departments and agencies to undertake the necessary preparedness activities to ensure that agencies are ready to carry out assigned emergency management responsibilities in the event of an emergency. The LOA also commits departments and agencies to develop and maintain viable Continuity of Operations Plans (COOP) to ensure that they can continue operations in the event a primary facility becomes unavailable or staffing levels are unduly impacted. The EOP is not intended as a stand-alone document but rather establishes the basis for more detailed planning by individual departments and agencies. The EOP is intended to be used in conjunction with more detailed department and agency plans and operating procedures.

The successful implementation of the plan is contingent upon a collaborative approach with a wide range of partner agencies and organizations that provide crucial support during emergency operations. The plan recognizes the significant role these partner agencies and organizations perform during emergencies and disasters and their specific roles and responsibilities are also included in the plan. A separate memorandum of understanding will be established with these organizations.

The EOP is organized into four sections. Section One is the Base Plan and includes the federal, Commonwealth of Virginia and Fairfax County authorities, and other references that provide the basis for this plan. This section establishes the planning assumptions for the plan and defines the emergency management roles and responsibilities for county executives, departments, agencies, and partner organizations. This section also identifies the various Fairfax County committees, task forces and work groups established to address emergency preparedness issues and the specific roles and responsibilities assigned to each. Section One also contains background information on Fairfax County including demographic data, a description of the county, and a summary of major transportation features.

The core of Section One is the concept of operations subsection that describes how the county will respond to and recover from a major incident. The County Executive, as the Director of Emergency Management, has overall responsibility for response and recovery operations. Within the EOP, delegations of authority to on-scene commanders, the Coordinator of Emergency Management and department and agency directors are clearly defined. As previously indicated, the Incident Command System (ICS) is established as the county standard for managing incident response. Based upon the scope and magnitude of the incident, the Emergency Operations Center (EOC) may be activated to serve as the coordination and support facility for response and recovery activities within

Fairfax County. The EOC will coordinate all requests for assistance and resources from outside the county that are not covered by existing automatic mutual aid/mutual assistance agreements. The EOC also serves as the coordination point with the Virginia Department of Emergency Management (VDEM) to access Commonwealth and federal assistance.

Section Two contains the EOP appendices. Appendix A is an organizational chart for the (EOC), Appendix B (Sample Formats and References) provides formats and samples of various reports, declarations, and other related documents. Appendix C is the succession of authority for all county agencies and departments, Appendix D is the glossary and provides definitions of key terms and facilities that are addressed within the EOP. Appendix E provides a listing for acronyms included in the document.

Section Three includes a list of support annexes that address common functional processes such as the shelter plan, volunteer management, and alert and warning annex.

Section Four provides an overview for each of the 15 Emergency Support Function (ESF) Annexes established by the plan and their integration into the ICS management process. The ESF Annexes organize the various departments, agencies, private sector companies, and voluntary organizations into these 15 ESFs to facilitate planning and coordination prior to an incident and to achieve an effective emergency response and recovery. This section defines the structure, common elements, and basic content of each function as well as a brief concept of operations in the EOC/ICS structure. Supporting data and references to other plans and operating procedures are included as appropriate. Each annex has a designated coordinating agency(s) that is responsible for annex maintenance, conducting specific training and exercises, and developing cooperating plans and procedures in coordination with their designated cooperating agencies. Under the EOP, the coordinating agency of an ESF is responsible for coordinating all activities within the scope of the annex and staffing all applicable ICS positions in the EOC.

The 15 ESFs and the coordinating departments and agencies are:

Fairfax County Emergency Support Functions (ESFs)		
	Title	Coordinating Agency
1	Transportation	Department of Transportation
2	Communications	Department of Information Technology
3	Public Works & Engineering	Department of Public Works and Environmental Services
4	Firefighting	Fire and Rescue Department
5	Emergency Management	Department of Emergency Management and Security
6	Mass Care, Emergency Assistance, Housing, and Human Services	Department of Family Services
7	Logistics Management & Resource Support	Department of Procurement and Material Management
8	Public Health and Medical Services	Health Department
9	Search and Rescue	Fire and Rescue Department, Police Department
10	Oil and Hazardous Materials Response	Fire and Rescue Department
11	Agriculture and Natural Resources	Department of Emergency Management and Security, Virginia Department of Agriculture and Consumer Services
12	Energy and Infrastructure	Department of Public Works and Environmental Services
13	Public Safety and Security	Police Department
14	Long-Term Community Recovery**	Department of Emergency Management and Security
15	External Affairs	Office of Public Affairs

** - Pre-Disaster Recovery Plan (April 2020)

Plan Maintenance and Distribution

The Fairfax County Department of Emergency Management and Security (DEMS) is responsible for developing, maintaining, and distributing the Fairfax County EOP. The plan will be reviewed periodically as required to incorporate new federal, state, and regional guidelines or directives and/or to address significant operational issues. At a minimum, the EOP is updated every four years in accordance with Commonwealth of Virginia requirements.

Changes will include additions of new or supplementary material or deletions of outdated information. No proposed change should contradict or override authorities or other plans contained in statute or regulation. DEMS will coordinate the update of the plan on the four-year cycle. All requests for changes between scheduled revisions will be submitted to DEMS for coordination, approval, and distribution.

Coordinating agencies for the ESFs are responsible for maintaining and updating their assigned annexes. Annexes should be reviewed annually. Proposed changes or updates to the annexes will be coordinated with all other cooperating agencies prior to submission to DEMS.

Any department or agency may propose a change to the EOP in between scheduled reviews and are encouraged to do so. Prior to submitting proposed changes to DEMS, the proposing agency will obtain the written approval from their agency head.

DEMS will provide a copy of the EOP to all county departments and agencies, VDEM, and other partner organizations as necessary. An electronic version will be available on the county's public website.

Notice of Change

A notice of change to the EOP will be prepared and distributed by DEMS for all changes made outside of the scheduled review process. The notice of change will include the effective date, the change number, subject, purpose, and action required by the departments and agencies. The notice of change will include revised pages for replacement within the EOP.

Upon publication, the change will be considered a part of the EOP. DEMS is responsible for the distribution of the approved notice of change following the same process as identified above.

Section One – Base Plan

I. Introduction

A. Purpose:

This plan:

1. Provides a tool that will assist in reducing the loss of life and property within Fairfax County due to natural or non-natural hazards.
2. Guides strategic organizational behavior before, during, and after a significant emergency.
3. Establishes the legal and organizational basis for managing emergency operations in Fairfax County in response to natural or non-natural disasters or emergencies.
4. Assigns emergency roles and responsibilities to county departments and agencies as well as partner organizations and agencies.
5. Establishes the planning mechanisms for managing emergency operations within the county by mobilizing resources available from county departments and agencies, partner organizations and agencies, and from the state and federal government.
6. Provides an outline to facilitate the transition to recovery by implementing the Pre-Disaster Recovery Plan (PDRP).

B. Scope and Applicability:

This plan:

1. Provides the concept of operations and organizational roles and responsibilities for events within the county resulting in a local emergency.
2. Applies to Fairfax County departments and agencies and partner organizations and agencies that have identified roles and responsibilities within the plan.
3. Establishes authority for direction and control of emergency operations.
4. Is countywide in scope and includes coordination and support to the towns of Clifton, Herndon, and Vienna.
5. Is supplemented by function-specific operational plans.
6. Provides a general description of Fairfax County, including the geography, demographics, and infrastructure.
7. Defines and assigns emergency roles and responsibilities to organizations and key positions for managing emergency operations in the county.
8. Describes the concept of operations and legal authority for managing emergency events within the county.

C. Authorities:

1. Federal:
 - a. The Federal Civil Defense Act of 1950, Public Law 81-920, as amended.
 - b. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-388, as amended.
 - c. The Disaster Mitigation Act of 2000, Public Law 106-390.

- d. The Intelligence Reform and Terrorism Protection Act of 2004, Public Law 108-458, Section 7302.
 - e. “Emergency Management and Assistance,” Code of Federal Regulations, Title 44.
 - f. Homeland Security Presidential Directive 5, Management of Domestic Incidents, February 28, 2003.
 - 1) National Response Framework (NRF), Fourth Edition, October 2019.
 - 2) National Incident Management System (NIMS), October 2017.
 - g. Homeland Security Presidential Directive 8, National Preparedness, March 30, 2011.
2. Commonwealth:
- a. “Commonwealth of Virginia Emergency Services and Disaster Law of 2000,” Sections 44-146.13 to 44-146.28:1 Code of Virginia, as amended.
 - b. “Virginia Post Disaster Anti-Price Gouging Act,” Sections 59.1-525 to 59.1-529 Code of Virginia.
 - c. Title 32.1, Section 48.05 to 48.017 Code of Virginia.
 - d. Commonwealth of Virginia, Office of the Governor, Executive Order Number Four (2002), Delegation of Governor’s Authority to Declare a State of Emergency and to Call the Virginia National Guard to Active Service for Emergencies or Disasters.
 - e. Commonwealth of Virginia, Office of the Governor, Executive Order Number Sixty-Five (2004), Promulgation of the Commonwealth of Virginia Emergency Operations Plan.
 - f. Commonwealth of Virginia, Office of the Governor, Executive Order Number Sixty-Nine (2004), Virginia Secure Commonwealth Initiative.
 - g. Commonwealth of Virginia, Office of the Governor, Executive Order One Hundred and Two (2005), Adoption of the National Incident Management System and Use of the National Preparedness Goal for Preventing, Responding to and Recovery from Crisis Events in the Commonwealth.
3. Local:
- a. Code of Fairfax County, Chapter 14, Emergency Management (included in Appendix 1).
 - b. Resolution by the Board of Supervisors of Fairfax County authorizing the participation of Fairfax County in the Virginia Statewide Mutual Aid Program (January 7, 2002).
 - c. Resolution by the Board of Supervisors of Fairfax County authorizing the execution of the National Capital Region Mutual Aid Agreement, dated December 5, 2005.
 - d. Resolution by the Board of Supervisors adopting the National Incident Management Systems (NIMS), November 21, 2005.

D. County Planning Vision, Goals, and Objectives:

- 1. The core vision for the county is “To protect and enrich the quality of life for the residents, visitors and diverse communities of Fairfax County.”

2. The county strives to have a comprehensive emergency management program incorporating planning, preparedness, response, recovery, and mitigation that is essential for the county to achieve its emergency management vision.
3. The goal for Fairfax County is to develop and implement an emergency management program that meets or exceeds all the standards and target capabilities established by the National Preparedness Goal and the National Capital Region (NCR) Strategic Plan.
4. The goal for Fairfax County is to have an EOP in full compliance with all federal and state guidelines and standards so that Fairfax County operations are conducted within the national response system outlined by the NRF.
5. Fairfax County's EOP provides clear guidelines, definitions, and operational concepts for the effective mobilization of county resources in responding to and recovering from all disasters and emergencies regardless of cause.

E. References:

1. Regional Emergency Coordination Plan, September 30, 2011.
2. Unified Regional Snow Emergency Plan for the Metropolitan Washington Area, as updated.
3. Commonwealth of Virginia Emergency Operations Plan (CoVEOP), Volumes I-VIII, as updated.
4. State Mutual Aid Operations Manual, April 2010.
5. Emergency Management Accreditation Program (EMAP) Standard, 2019.
6. Northern Virginia Regional Hazard Mitigation Plan, as updated.
7. Federal Emergency Management Agency, National Incident Management System, October 2017.
8. National Capital Region (NCR) Strategic Plan, October 2010.
9. Post Katrina Emergency Reform Act, October 2006.
10. Sandy Recovery Improvement Act, January 2013.
11. Fairfax County Resilient Fairfax Climate Adaptation and Resiliency Plan, November 2022.
12. Fairfax County One Fairfax Policy, November 2017.
13. Fairfax County Strategic Plan, October 2021.

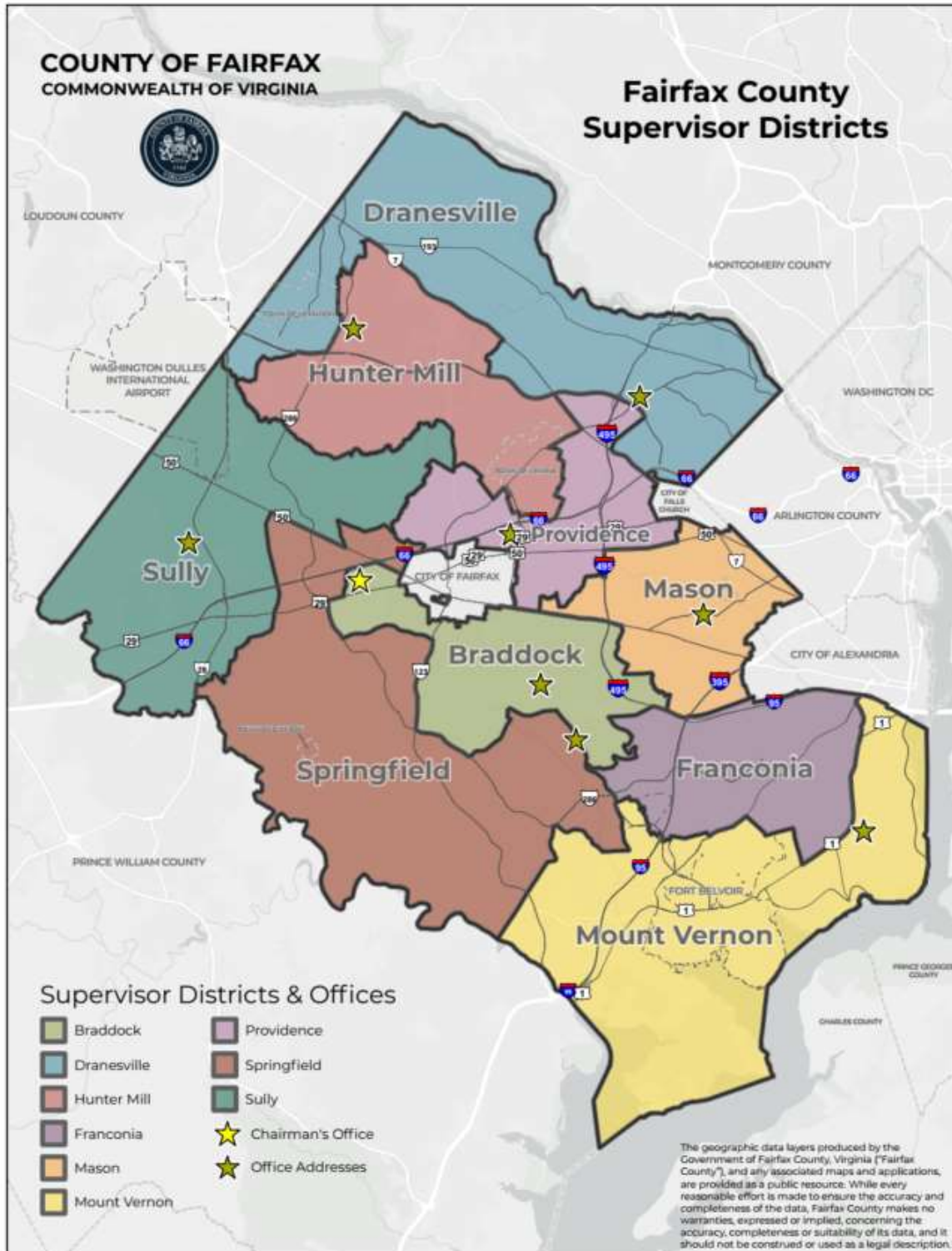
II. Facts and Figures about Fairfax County

Fairfax County is among the most densely populated counties in the nation with a population in excess of 1.1 million and is located just outside of Washington, D.C. It is one of 24 jurisdictions within the NCR as defined by the Metropolitan Washington Council of Governments (MWCOCG). The NCR is not an operational entity but provides a regional basis for collaboration, coordination, training, and exercises among the independent jurisdictions.



The National Capital Region (NCR)

City of Alexandria
Arlington County
Town of Bladensburg
City of Bowie
City of College Park
Charles County
District of Columbia
City of Fairfax
Fairfax County
City of Falls Church
City of Frederick
Frederick County
City of Gaithersburg
City of Greenbelt
City of Hyattsville
City of Laurel
Loudoun County
City of Manassas
City of Manassas Park
Montgomery County
Prince George's County
Prince William County
City of Rockville
City of Takoma Park



Fairfax County Supervisor Districts

- The county is divided into nine supervisor districts: Braddock, Dranesville, Franconia, Hunter Mill, Mason, Mount Vernon, Providence, Springfield, and Sully. Each district elects one supervisor to the Board of Supervisors, which governs Fairfax County. There is also a Chairman elected by the county at-large.
- The county has a total area of about 407 square miles, 395 of which are land and 12 of water.
- Three incorporated towns – Clifton, Herndon, and Vienna – are located within Fairfax County. These towns are covered under this EOP, but also maintain their own emergency response plan to further detail operations within their boundaries.
- The county has a diverse population with approximately 29.9 percent foreign-born residents and 38.0 percent of people aged 5 or older speak a language other than English at home. This includes over 200 different languages.
- The Fairfax County Public School (FCPS) system is the thirteenth largest school district in the nation with 2022 enrollment of more than 180,000 students. FCPS includes 142 elementary schools, 23 middle schools, 6 secondary schools, 28 high schools, 2 alternative high schools, and 8 special education centers, with 39 alternative programs and learning centers. Major colleges include George Mason University and Northern Virginia Community College.

III. Planning Assumptions

- In the event of a disaster or emergency, Fairfax County government will continue to function and provide emergency and essential services.
- Periodically, disasters, emergencies, and events will occur within the county requiring mobilization and reallocation of county resources.
- The occurrence of one or more concurrent significant incidents will result in a catastrophic situation that could overwhelm local and state resources and disrupt government functions.
- The county will be prepared to carry out emergency response and recovery operations utilizing local resources unless the magnitude of the incident exceeds the capability of county service delivery.
- Some emergencies or disasters will occur with little or no advance warning, not allowing sufficient time for appropriate emergency notifications to be sent to residents.
- Outside assistance will be available through mutual aid agreements with nearby jurisdictions, the Metropolitan Washington Council of

Governments (MWCOG) Mutual Aid Agreement, members of the Commonwealth of Virginia Statewide Mutual Aid Program (SWMA), the Commonwealth of Virginia Emergency Operations Center (VEOC), the Emergency Management Assistance Compact (EMAC), the National Disaster Medical System (NDMS), and the Federal Emergency Management Agency (FEMA). However, it is likely that outside assistance will not be available for at least 72 hours after the onset of the disaster, emergency, or event.

- Fairfax County residents and businesses will use their own resources and be self-sufficient for at least 72 hours following a significant disaster or event.
- Fairfax County businesses have internal standard operating procedures for emergency operations including a COOP that provides for a line of succession for senior management and a means of internal communication.
- The effects of a disaster, emergency, or event will extend beyond county boundaries in which case many other areas of the Commonwealth will experience casualties, property loss, and disruption of normal life support systems.
- Residents and communities will compete for scarce resources, and widespread power and communications outages may require the use of alternate methods of providing public information and delivering essential services. Communications will be problematic due to demands exceeding capacities.
- Upon request, the Commonwealth of Virginia or federal government will provide assistance if local capabilities are overwhelmed, or local resources are exhausted.
- Emergency operations will be managed in accordance with the National Incident Management System (NIMS) and Incident Command System (ICS), which is discussed in detail under Section VIII A.

IV. Emergency Operations Plan (EOP) Implementation, Emergency Operations Center (EOC) Activation, and Emergency Notifications

A. Activation of the EOP and EOC:

- The implementation of the EOP and activation of the EOC occur simultaneously. The level of EOC activation will be based upon the severity and scope of the incident.
- The Incident Command System (ICS), integrated with Emergency Support Functions (ESFs) and various annexes established by the

EOP may be selectively activated based upon initial or anticipated requirements.

- The EOP is implemented by the Director of Emergency Management, the Deputy Director of Emergency Management, the Coordinator of Emergency Management, or their designees.
- Leadership from any partner agency or organization can request that the EOC be activated to support emergencies that are being managed by their agency or organization. Any city manager, town manager, municipal police or fire chief, county administrator or executive, or their designee, from a jurisdiction adjacent to Fairfax County may request activation of the EOC to support an emergency occurring in or affecting their jurisdiction directly through the DEMS Duty Officer. In addition, the Governor or his/her designee can request that the Fairfax County EOC be activated to support emergency events occurring within the Commonwealth or the NCR. In the event that the EOC is inaccessible or otherwise not operational, Fairfax County maintains an Alternate Emergency Operations Center (AEOC) with the same core capabilities as the EOC. Additionally, leadership can dictate whether or not an activation is held in person, virtually, or a combination of both.
- All department and agency points-of-contact will be notified of the EOC activation by DEMS through the Fairfax County Employee Alert Network (EAN) and/or other available means. In turn, agency EOC representatives will be notified through their agency's internal notification process.
- Upon notification, identified EOC representatives shall report to the EOC at the appointed time and be prepared to carry out their roles and responsibilities. Departments and agencies will provide appropriate representation to the EOC based upon the level of activation. Agency representatives shall be prepared to staff the EOC until they are relieved by other personnel or the EOC is deactivated.
- The EOC may be activated at one of three levels depending upon the nature and scope of the incident or potential incident. The EOC may also be activated for a significant planned event to monitor the situation and provide for an effective response. The Coordinator of Emergency Management, in cooperation with the Director of Emergency Management or Deputy Director of Emergency Management, will designate the level of activation and will ensure appropriate notifications are made.
 - **Monitoring:** Provides for increased monitoring capability and will typically involve DEMS staff and representatives from key response agencies. Monitoring activations generally involve

staffing several positions in the Situation Unit of the Planning Coordination Section to allow the EOC to effectively collect, analyze, and disseminate information and conduct appropriate contingency planning.

- **Partial Activation:** Provides for a select activation of ICS positions that may be or will be engaged in the emergency. A partial activation generally includes staffing all the command and general staff positions and a robust planning section.
- **Full Activation:** Includes staffing all of the pre-identified ICS positions and the coordinating and cooperating agencies identified within the EOP.
- Immediately following determination of the level of activation, the Coordinator of Emergency Management, in cooperation with the Director of Emergency Management or Deputy Director of Emergency Management, will designate the mechanism of activation and will ensure appropriate notifications are made.
 - **In-Person:** An in-person activation will require identified staff to report to the EOC and/or the AEOC.
 - **Hybrid:** Identified individuals will be designated to report in-person or be present in a virtual environment. Identified personnel will be required to maintain an open line of communication if not in-person. Individuals who are virtual will be required to be available to transition to in-person upon the request of the EOC Director.
 - **Virtual:** A virtual activation will be hosted completely on a platform that allows real-time collaboration, meetings, file sharing, and instant messaging. Individuals who are identified will be required to be available to transition to in-person upon the request of the EOC Director.
- During an in-person and/or hybrid activation, identified personnel will report to one of two EOCs.
 - **Emergency Operations Center (EOC):** The primary EOC is where most in-person and/or hybrid activations will occur.
 - **Alternate Emergency Operations Center (AEOC):** If the primary EOC is unavailable, Fairfax County has identified a fully operational back up facility that can be used. If the AEOC will be utilized, appropriate notifications will be made.

B. Internal Emergency Notifications to County Agencies, Emergency Responders, and Partner Organizations:

- DEMS maintains a 24/7 monitoring and notification capability through the on-call DEMS Duty Officer. The Duty Officer is responsible for making internal and external emergency notifications to identified agencies and organizations.
- Each department and agency identified under this EOP pre-designates multiple points-of-contact for the purpose of emergency notification to and from DEMS. DEMS maintains and disseminates this information in the Emergency Response List (ERL). The ERL is updated monthly, and each agency is responsible for ensuring that the contact information is current, and resources are available to implement 24/7 operations.
- The Office of Public Affairs (OPA), as the coordinating agency for ESF 15: External Affairs provides assistance to all departments and agencies in communicating with their employees during an emergency. OPA uses all appropriate communication tools to ensure that information is conveyed to employees.
- All departments and agencies develop, test, and maintain internal notification procedures and contact rosters as part of their COOP.

C. External Notifications and Warnings:

The DEMS Duty Officer, in cooperation with OPA, maintains the capability to provide warnings and emergency information to the public through multiple communication modes. These include, but are not limited to:

- The Emergency Alert System (EAS): A national system jointly administered by the Federal Communications Commission (FCC), FEMA, and the National Weather Service (NWS). It is designed to provide the President of the United States automatic access to the nation's broadcast and cable systems to speak directly to the nation in times of national disaster from a single interface.
- The Integrated Public Alert and Warning System (IPAWS): A national system jointly administered by FEMA which provides public safety officials with an effective way to alert and warn the public about serious emergencies from a single interface using the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems. WEA are used to send concise, text-like messages to WEA-capable mobile devices to notify the public of Presidential alerts during national emergencies, imminent threats, and America's Missing: Broadcast Emergency Response (AMBER) Alerts. WEAs are no more than 360 characters and include information about who sent the alert, what is happening, who is affected and what action to take. NOAA's National Weather Service

(NWS) offices transmit warnings for weather and non-weather-related events via the NOAA Weather Radio system.

- Emergency Information Blog: The Emergency Information Blog (www.fairfaxcounty.gov/emergency/blog) is the primary tool for disseminating emergency preparedness information and news during emergency events.
- An Emergency Information Hotline: Maintained by OPA, the hotline can answer calls from the public and provide emergency information 24/7 during emergencies.
- The County Website (www.fairfaxcounty.gov) and social media platforms (i.e., Twitter, Facebook, Instagram, etc.): These pages provide vital information to residents – particularly on preparing for disasters and emergencies.
- Fairfax County Government Radio: Available online (www.fairfaxcounty.gov/radio), Fairfax County Government Radio provides a streaming Internet radio station featuring county news and weather. During emergencies the station broadcasts updates on the situation and has the capability to interrupt programming and go live with continuous news on the emergency.
- Fairfax County Government Channel 16: Current programming can be interrupted during emergencies to provide information and protective action directions to the public. The Channel 16 emergency message system provides the capability for “crawl messaging” for persons with hearing disabilities and audio instructions with descriptive messages for residents with visual disabilities.
- The Emergency Notification Network (EMnet): Emergency management information can be provided to the media through the Internet or satellite for immediate transmission to the general public. EMnet is a privately managed messaging network for the emergency management community. It is a satellite-based secure system that provides two-way internet capabilities in the event the primary system is not available. Participants use the network to convey urgent messages and support documentation (reports, photos, information, etc.) within the emergency management community, as well as to create and issue EAS messages to broadcasters. EMnet also allows the DEMS Duty Officer to see EAS messages originated by other organizations such as National Weather Service messages issued to the county and other local jurisdictions.
- Fairfax Alerts: Provides the capability to distribute emergency and non-emergency notifications quickly over multiple mediums from a web-based platform. Fairfax Alerts can also be used to distribute emergency voice messages to residents using the 9-1-1 database in

a geographically targeted area regarding hazards and actions to be taken.

- Satellite radio and local radio stations: Fairfax County has agreements in place with satellite radio and local radio providers to broadcast emergency information on local information stations during disasters or emergencies.
- Alerts for those with disabilities or access and functional needs: Fairfax County will, as necessary, utilize a variety of methods of communication when providing alerts to the public in order to ensure that those with disabilities or access and functional needs are able to access information through a variety of means. Those methods include, but are not limited to, recorded voice messages, text to speech, plain language and translated languages, and large text messages. Additionally, the county will maintain a system that allows residents and/or business owners to share critical information about their home or business which will aid in the county's emergency response. Residents with disabilities or access and functional needs may also voluntarily enter information on their functional needs and/or restrictions in order to allow the county to maintain a record of residents who may need additional assistance in the event of an emergency. During a crisis or disaster which effects a large number of residents, Fairfax County may choose to utilize this system to send early or additional alerts, notifications, or updates to subscribers with disabilities or access and functional needs. There is no guarantee that services will be provided, nor does registration guarantee that services will be received on a preferential basis. Residents should continue to follow emergency protocol by calling 9-1-1 in the event of a life-threatening emergency even though they have entered their information in the system.
- Regional Incident Communication and Coordination System (RICCS): RICCS is a communications system managed by the MWCOG for distributing information to government officials about incidents with regional implications for the NCR. Fairfax County acts as a backup host for this system should the MWCOG system become unavailable.
- Variable message signs: Fairfax County may use variable message signs along major roadways as another method for providing information and warnings to the public.
- The following table provides a summary of the warning systems that are used within the county.

Summary of Fairfax County Warning Systems

Warning System	Area of Coverage	Approving Authority	Implementers
Emergency Alert System (EAS)	Washington DC Metro Area	<ul style="list-style-type: none"> o Coordinator, Emergency Management 	<ul style="list-style-type: none"> o DEMS Duty Officer
News Media	Washington, D.C., Metro Area	<ul style="list-style-type: none"> o Director, Office of Public Affairs o Chief, Police o Chief, Fire and Rescue o Coordinator, Emergency Management 	<ul style="list-style-type: none"> o Office of Public Affairs o Police Department o Fire and Rescue Department
Channel 16 Emergency Message System	Fairfax County cable and broadband subscribers	<ul style="list-style-type: none"> o Director, Office of Public Affairs o Coordinator, Emergency Management 	<ul style="list-style-type: none"> o Office of Public Affairs o Coordinator, Emergency Management o Communications Production Division
Fairfax Alerts and EAN	Fairfax County	<ul style="list-style-type: none"> o Director, Office of Public Affairs o Coordinator, Emergency Management o DEMS Duty Officer 	<ul style="list-style-type: none"> o Office of Public Affairs o Coordinator, Emergency Management o DEMS Duty Officer
9-1-1 Database Messaging (through Fairfax Alerts)	Fairfax County – specific geographic areas can be targeted	<ul style="list-style-type: none"> o Chief, Police o Chief, Fire and Rescue o Director, Office of Public Affairs o Coordinator, Emergency Management o Director, Department of Public Safety Communications 	<ul style="list-style-type: none"> o DEMS Duty Officer

Summary of Fairfax County Warning Systems, continued

Warning System	Area of Coverage	Approving Authority	Implementers
EMNET	Fairfax County	<ul style="list-style-type: none"> o Coordinator, Emergency Management 	<ul style="list-style-type: none"> o Coordinator, Emergency Management o DEMS Duty Officer
RICCS	National Capital Region	<ul style="list-style-type: none"> o Director, Office of Public Affairs o Coordinator, Emergency Management 	<ul style="list-style-type: none"> o Coordinator, Emergency Management o DEMS Duty Officer
Satellite and Local Radio	Fairfax County	<ul style="list-style-type: none"> o Director, Office of Public Affairs o Coordinator, Emergency Management 	<ul style="list-style-type: none"> o Office of Public Affairs o Coordinator, Emergency Management
Emergency Information Hotline	Fairfax County	<ul style="list-style-type: none"> o Director, Office of Public Affairs 	<ul style="list-style-type: none"> o Office of Public Affairs o Coordinator, Emergency Management
National Oceanic and Atmospheric Administration (NOAA) Radios	Fairfax County	<ul style="list-style-type: none"> o Director, Office of Public Affairs o Coordinator, Emergency Management 	<ul style="list-style-type: none"> o National Weather Service o Virginia Department of Emergency Management o Coordinator, Emergency Management o DEMS Duty Officer
Variable Message Signs	Fairfax County	<ul style="list-style-type: none"> o Director, Office of Public Affairs o Coordinator, Emergency Management o Virginia Department of Transportation (approves messages on VDOT owned message boards based on Fairfax County request) 	<ul style="list-style-type: none"> o Virginia Department of Transportation o Police Department

Summary of Fairfax County Warning Systems, continued

Warning System	Area of Coverage	Approving Authority	Implementers
County Website	Fairfax County	<ul style="list-style-type: none"> o Director, Office of Public Affairs 	<ul style="list-style-type: none"> o Office of Public Affairs
Fairfax County Blog	Fairfax County	<ul style="list-style-type: none"> o Director, Office of Public Affairs 	<ul style="list-style-type: none"> o Office of Public Affairs
Fairfax County Government Radio	Fairfax County	<ul style="list-style-type: none"> o Director, Office of Public Affairs 	<ul style="list-style-type: none"> o Office of Public Affairs
Loudspeakers	Fairfax County Local Neighborhoods	<ul style="list-style-type: none"> o Incident Commander 	<ul style="list-style-type: none"> o Public Safety Personnel
Door-to-Door	Individuals	<ul style="list-style-type: none"> o Incident Commander 	<ul style="list-style-type: none"> o Public Safety Personnel

V. Emergency Roles and Coordination Responsibilities

Emergency operations will mirror day-to-day government operations to the extent possible.

A. Chairman, Board of Supervisors:

- Serves as, or appoints, a chief spokesperson for the county during emergency events.
- Confers with the County Executive and agency heads, as appropriate, on policy issues related to the response and recovery operations.
- Coordinates with other elected officials at the regional and state level, including the Congressional Delegation.
- Performs duties assigned to other board members (see B below).

B. Fairfax County Board of Supervisors:

- Collectively, establishes policy and provides guidance to the County Executive and senior staff.
- Collectively, reviews and ratifies local declarations of emergency.
- Individually, or collectively, may communicate with the public and provide guidance on responding to an emergency or disaster.
- Individually, may host community meetings to ensure needs are being addressed and provide information to residents.
- Individually, serves as an advocate for constituent recovery efforts.
- Individually, maintains notification and COOPs for their respective office and staff.
- Individually, or collectively, coordinates with other elected officials at the regional and state level, including the Congressional Delegation.

C. County Executive:

- Serves as the Director of Emergency Management for Fairfax County and performs the functions identified in the Code of Virginia, the Code of Fairfax County Chapter 14, and this plan.
- Appoints, with the consent of the Board of Supervisors, the Coordinator of Emergency Management to manage the day-to-day functions of emergency management and the EOC.
- Approves mutual aid or reciprocal assistance agreements with other public and private agencies within the Commonwealth or other states or localities within other states.
- Directs and reallocates county assets and resources during an emergency.
- Assumes command of an incident or appoints incident commanders to carry out their directives.
- Approves inbound and outbound statewide mutual aid or Emergency Management Assistance Compact (EMAC) requests.

D. Deputy County Executives:

- The Deputy County Executive for Safety and Security serves as the Deputy Director of Emergency Management.

- In the event of a significant emergency, carries out identified emergency roles and responsibilities assigned by Fairfax County Code Chapter 14 or by the County Executive.
- Serves as the acting County Executive and/or acting Director of Emergency Management if designated by the County Executive to assume this role in his or her absence.
- Manages identified aspects of an emergency if authority to do so is delegated by the County Executive.
- In the event of an emergency, Deputy County Executives shall continue to maintain their organizational responsibility and ensure departments and agencies under their supervision carry out identified roles and responsibilities assigned to them in the EOP or by law.

E. Coordinator of Emergency Management:

- The Coordinator of Emergency Management is appointed by the County Executive with the approval of the Board of Supervisors.
- The Coordinator of Emergency Management is responsible for:
 - Coordination and assistance in developing emergency management plans for use of facilities, equipment, staff, and other resources of the county for the purpose of minimizing or preventing loss of life or damage to property and for restoring government services and public utilities necessary for public health, safety, and welfare.
 - Activating, staffing, and managing of the EOC.
 - Direction and re-allocation of county assets and resources during an emergency, as advised by the County Executive.
 - Coordination with and liaison to state and federal authorities and other political subdivisions as necessary to ensure effective disaster preparedness and response capabilities.
 - Coordination of other public and private agencies engaged in emergency management activities.
 - Assists with the development of mutual aid agreements with other public and private agencies within the Commonwealth of Virginia or other localities.

F. County Departments and Agencies:

The general emergency preparedness responsibilities of all county government organizations and non-government organizations are outlined in the LOA to this plan. The following is a partial list of duties and assigned responsibilities for emergency operations in Fairfax County that may vary depending on the type and scope of emergency or incident. In addition, the ESF roles of each are identified. The organization of county departments and agencies under ESFs within the ICS structure is discussed in more detail later in this document. ESF-specific functions and responsibilities are provided in the ESF functional annexes in Section Four of this plan. Identified agencies are expected to provide available staff and resources to support emergency operations, as requested.

- **Department of Animal Sheltering (DAS):**
 - Serves as a cooperating agency for Mass Care, Emergency Assistance, Housing, and Human Services-ESF 6, Public Health and Medical Service-ESF 8, and External Affairs-ESF 15.
 - Provides shelter to animals brought to evacuation shelters.
 - Manages the reunification of animals brought to shelters.
 - Assists DEMS with planning for persons with access and functional needs.
- **Department of Cable and Consumer Services (DCCS):**
 - Serves as a cooperating agency to the following Groups: Communications-ESF 2, Long-term Community Recovery-ESF 14, and External Affairs-ESF 15.
 - Ensures operation of the local emergency message system necessary to disseminate emergency information.
 - Provides the EOC capability to transmit video over Channel 16, Fairfax County Training Network, and other appropriate networks.
 - Upon request, records media briefings.
 - Provides technical assistance for video-teleconferencing and broadcasting.
 - Provides consumer affairs services during recovery operations.
 - Assists DEMS and OPA with providing emergency preparedness information to the public.
- **Department of Code Compliance (DCC):**
 - Serves as a cooperating agency for Public Works and Engineering-ESF 3, Emergency Management-ESF 5, and Long-Term Community Recovery-ESF 14.
 - Provides assistance with damage assessment.
- **Department of Emergency Management and Security (DEMS):**
 - Serves as the coordinating agency for Emergency Management-ESF 5, Agriculture and Natural Resources-ESF 11, Long Term Community Recovery-ESF 14, Alert and Warning Annex, Commodities Points of Distribution (C-POD) Annex, Service Information Center (SIC) Annex, and as a cooperating agency to Communications-ESF 2, Mass Care, Emergency Assistance, Housing and Human Services-ESF 6, Logistics Management and Resource Support-ESF 7, Public Health and Medical Service-ESF 8, Energy and Infrastructure-ESF 12, Public Safety and Security-ESF 13, and External Affairs-ESF 15, the Family Assistance Center (FAC) Plan, Damage Assessment Annex, Donations Management Annex, Fatality Management Annex, Shelter Plan, and Volunteer Management Annex.
 - Coordinates continuity of operations planning. Prepares standards and guidelines for developing, testing, and exercising agency-specific continuity of operations plans.
 - Assists with damage assessments activities as needed.

- Manages the EMAC mutual aid agreement and process for Fairfax County.
- Maintains the county's EOP.
- Manages the 24-hour Duty Officer program to monitor events that may affect Fairfax County and provide emergency alerts and notifications.
- Assists agencies by providing supplemental emergency training, simulations, and exercises necessary to prepare first responders, county, and partner organizations and agencies to perform identified roles and responsibilities.
- In cooperation with the volunteer agencies, assists with the recruitment, registration, and identification of volunteers.
- Manages the NIMS Compliance Program necessary to establish ICS procedures to manage emergency operations during a disaster.
- Manages the EOC and ensures operational readiness 24/7.
- In conjunction with identified county agencies, submits state and federally required reports and records.
- Primary liaison with the VDEM and the VEOC.
- Directs an after-action review of the disaster/emergency incident to determine what actions can be taken to mitigate future disaster effects. Maintains a database to identify lessons learned and corrective actions by agency.
- Through the Logistics Coordination Section (LCS) in the EOC, and other agencies as appropriate, ensures the continued supply of resources required for response and recovery operations.
- In cooperation with the Department of Public Works and Environmental Services (DPWES), and other agencies as appropriate, coordinates the development and implementation of hazard mitigation plans.
- Provides assistance to agencies in the development and maintenance of agency operations plans, relating to ESFs and their place in the ICS structure.
- Coordinates the submission of all requests and responses for statewide mutual aid.
- Coordinates emergency management mutual aid agreements dealing with adjacent jurisdictions and relief organizations.
- Conducts community outreach and public emergency education programs.
- Determines if a mass care facility is to be opened and assists with the selection of shelter site(s) in coordination with ESF 6-Mass Care, Emergency Assistance, Housing, and Human Services coordinating agency.
- Provides security for county-owned and operated facilities.
- **Department of Family Services (DFS):**
 - Serves as the coordinating agency for Mass Care, Emergency Assistance, Housing, and Human Services-ESF 6, Family Assistance Center (FAC) Plan, Shelter Plan, and as a

cooperating agency to Public Health and Medical Services-ESF 8, Long Term Community Recovery-ESF 14, and the Donations Management, Fatality Management, Service Information Center, and the Volunteer Management Annexes.

- Coordinate mass care shelter operations with other county departments and partner organizations and agencies.
 - Establishes and operates a FAC.
 - Distributes emergency food stamp allotments to eligible disaster survivors.
 - Assists disaster survivors in obtaining post-disaster assistance.
 - Assists with the provision of essential needs to individuals isolated or quarantined for public health purposes.
 - Assists DEMS with planning for persons with access and functional needs.
- **Department of Finance (DOF):**
 - Serves as a cooperating agency to Emergency Management-ESF 5, Logistics Management and Resource Support-ESF 7, Long-Term Community Recovery-ESF 14, Donations Management Annex, Family Assistance Center (FAC) Plan, and Volunteer Management Annex.
 - Provides safety officer(s) from the Risk Management Division to the EOC and other identified locations, as necessary.
 - Provides protective action guidance to employees through the Risk Management Division.
 - Provides financial management assistance including maintaining vendor files and payment of bills.
 - **Department of Housing and Community Development (HCD):**
 - Serves as a cooperating agency for Mass Care, Emergency Assistance, Housing, and Human Services-ESF 6 and Long-Term Community Recovery-ESF 14.
 - Provides information on housing resources for use as emergency and/or long-term temporary housing.
 - Provides staff to assist, when needed, with mass care operations.
 - Assists with finding temporary housing for displaced public housing and rental program residents.
 - Assists in identifying housing resources for persons relocated to Fairfax County because of an emergency or disaster.
 - Coordinates with the Fairfax County and Redevelopment and Housing Authority (FCRHA)-owned property.
 - Assists DEMS with planning for persons with access and functional needs.
 - **Department of Human Resources (DHR):**
 - Serves as a co-coordinating agency for the Volunteer Management Annex, and as a cooperating agency to Emergency Management-ESF 5, Logistics Management and Resource Support-ESF 7, and Public Health and Medical Service-ESF 8.

- Identifies employees who may be available to augment staffing in the EOC, mass care facilities, alternate work sites, and other locations.
- Coordinate with departments on all-staff initiatives.
- Update human management system with shift requirement changes and new leave codes, as necessary.
- Assists DEMS with planning for persons with access and functional needs.
- **Department of Information Technology (DIT):**
 - Serves as the coordinating agency for Communications-ESF 2 and as a cooperating agency to Emergency Management-ESF 5, Public Health and Medical Services-ESF 8, Energy-ESF 12, Long-Term Community Recovery-ESF 14, External Affairs-ESF 15, Alert and Warning Annex, Commodity Points of Distribution (C-POD) Annex, Damage Assessment Annex, Family Assistance Center (FAC) Plan, and Shelter Plan.
 - Provides technical assistance to the EOC as required for activating and maintaining communications and information systems capabilities to support emergency operations.
 - Ensures radio, telephone, computing resources, network communications, Geographic Information System (GIS), and Web capabilities essential to emergency operations are maintained and operational.
 - Ensures emergency backup and contingency communications capabilities in the event normal communications are disrupted.
 - Assists with recovery of applications and electronic records and invokes recovery in accordance with the Department of Information Technology (DIT) Disaster recovery and COOP plans.
 - Safeguards operability and performance of Fairfax County essential communications and information technology (IT) systems and the protection of vital records kept at the Enterprise Technology Center and other DIT managed IT facilities through ongoing support processes for data backup, IT security measures, and standard procedures for firewall management, intrusion detection, anti-virus protection, and access control and enforcement policy.
 - Assists agencies with Geographic Information Systems (GIS) Technology services in supporting incident response, recovery, and mitigation activities.
 - Supports the activation and setup of mass care facilities and other recovery facilities managed by the county.
 - Provides authority and governance protocols for access to enterprise IT resources, systems, data, and facilities that house IT assets, and for invoking disaster recovery procedures on DIT-supported equipment and systems.
 - Assists with providing emergency printing services.

- Assists DEMS with planning for persons with access and functional needs.
- **Department of Management and Budget (DMB):**
 - Serves as a cooperating agency to Emergency Management-ESF 5, Long-Term Community Recovery-ESF 14, and Family Assistance Center (FAC) Plan.
 - Provides assistance and/or financial advice to DEMS in the preparation and review of federal reimbursement forms, financial reports, and applications.
 - Provides access to emergency funds for use by county agencies during the response and recovery phases.
- **Department of Neighborhood and Community Services (NCS):**
 - Serves as a co-coordinating agency for the Donations Management Annex, as well as a cooperating agency to Transportation-ESF 1, Mass Care, Emergency Assistance, Housing, and Human Services-ESF 6, Public Health and Medical Services-ESF 8, Long-Term Community Recovery-ESF 14, Family Assistance Center (FAC) Plan, Fatality Management Annex, Service Information Center (SIC) Annex, Shelter Plan, and Volunteer Management Annex.
 - Assists DEMS with planning for persons with access and functional needs.
 - Provides human services transportation to support emergency operations.
 - Supports a FAC, SIC, and Emergency Shelters by providing coordinated service planning to ensure clients have access to appropriate human services.
 - Provides information and referral services through the Coordinated Services Planning (CSP) Call Center.
 - Provides liaison with community and faith-based organizations.
 - Assists with the distribution of food and clothing to displaced persons at shelter centers and other identified locations.
 - Assists with the provision of essential needs to individuals isolated or quarantined for public health purposes.
- **Department of Planning and Development (DPD):**
 - Serves as a co-coordinating agency to Long-Term Community Recovery-ESF 14, as well as a cooperating agency for Public Works and Engineering-ESF 3 and Emergency Management-ESF 5.
 - Provides assistance with damage assessment.
 - As appropriate, expedites zoning and other land use permits and processes necessary for rebuilding.
- **Department of Procurement and Material Management (DPMM):**
 - Serves as coordinating agency for Logistics Management and Resource Support-ESF 7 and as a cooperating agency for Public Health and Medical Services-ESF 8, Long-Term Community

Recovery-ESF 14, Donations Management Annex, and Fatality Management Annex.

- Staffs the Supply Unit in the LCS at the EOC to support emergency operations.
 - Develops procedures and policies for the acquisition of resources to fulfill requests in support of emergency operations.
 - Establishes procurement cards for emergency purchases, and preposition cards for use upon activation of readiness plan.
 - Develops procedures to track shipments of vendor-supplied resources.
 - Develops procedures for issuing, tagging, and tracking equipment and supplies (purchased or loaner).
 - Maintains a warehouse for staging and storing donated goods and resources destined for recovery locations.
 - Acquires, stores, and distributes resources in support of response and recovery operations, as necessary.
 - Maintains lists of vendors and suppliers of equipment, materials and services needed during disaster response and recovery actions. Pre-establishes contracts for items typically used in a declared emergency, as appropriate.
 - Establishes supply sources for Big 6 items (ice, water, generators, tarps, meals-ready-to-eat, and plywood sheeting).
 - Pre-positions supplies in anticipation of an emergency.
 - Establishes and manages the Receipt, Store, and Stage (RSS) facility for the Strategic National Stockpile (SNS) in the event the Fairfax County RSS is designated by the Commonwealth of Virginia.
 - Supports the storage and distribution of Northern Virginia Emergency Response System (NVERS) and Health Department emergency pharmaceutical equipment and supply stockpiles.
 - Assists DEMS with planning for persons with access and functional needs.
- **Department of Public Safety Communications (DPSC):**
 - Serves as a cooperating agency to Communications-ESF 2, Firefighting-ESF 4, Search and Rescue-ESF 9, Oil and Hazardous Materials Response-ESF 10, Public Safety and Security-ESF 13, Long-Term Recovery-ESF 14, External Affairs-ESF 15, the Alert and Warning Annex, and the Fatality Management Annex.
 - Provides emergency communications.
 - In cooperation with the DIT, manages primary and backup emergency communication equipment.
 - Manages Computer Aided Dispatch (CAD) services for public safety agencies.
 - Receives warning and notifications of actual or pending emergencies and makes initial notifications in coordination with the DEMS Duty Officer and others as appropriate.

- **Department of Public Works and Environmental Services (DPWES):**

- Serves as the coordinating agency for Public Works and Engineering-ESF 3 and Energy and Infrastructure-ESF 12, and serves as a cooperating agency to Firefighting-ESF 4, Emergency Management-ESF 5, Logistics Management and Resource Support-ESF 7, Search and Rescue-ESF 9, Oil and Hazardous Materials Response-ESF 10, Long-Term Recovery-ESF 14, External Affairs-ESF 15, Alert and Warning Annex, Damage Assessment Annex, Service Information Center (SIC) Annex, and Volunteer Management Annex.
- Monitors county-owned dams during any emergency that could result in damage to dams.
- Conducts damage assessment and mitigation on county drainage and impoundment systems.
- Maintains and implements a debris management plan and coordinates debris removal by government agencies and private contractor(s).
- In cooperation with the Virginia Department of Environmental Quality (VDEQ), monitors county debris landfill permits compliance.
- In cooperation with the Virginia Department of Health (VDH), inspects public and private water impoundment sites.
- Provides emergency mitigation and damage assessment on the wastewater treatment and collection infrastructure.
- Provides snow and ice removal from designated county facilities.
- Assists with filling requests for available heavy construction equipment, trucks, operators, and related construction supplies.
- To the extent practicable, continues sanitary sewer conveyance and treatment and refuse collection services during an emergency.

- **Department of Tax Administration (DTA):**

- Serves as a cooperating agency for Public Works and Engineering-ESF 3, Long-Term Community Recovery -ESF 14, and Damage Assessment Annex.
- Provides information on housing values and related information from the county database to support damage assessment activities.

- **Department of Transportation (DOT):**

- Serves as coordinating agency for Transportation-ESF 1 and cooperating agency to Public Works and Engineering-ESF 3, Mass Care, Emergency Assistance, Housing and Human Services-ESF 6, Public Health and Medical Services-ESF 8, Long-Term Recovery-ESF 14, Alert and Warning Annex, Damage Assessment Annex, Family Assistance Center (FAC) Plan, Fatality Management Annex, and Shelter Plan.

- Liaises with the Virginia Department of Transportation (VDOT), Virginia Railway Express (VRE), Washington Metropolitan Area Transit Authority (WMATA), Metropolitan Washington Council of Governments (MWCOG), and Metropolitan Washington Airport Authority (MWAA) as needed during emergency operations.
- Collects, analyzes, and distributes information on the status of the county's transportation infrastructure.
- Provides transportation services to support response and recovery operations, as available.
- Assists with planning and transportation for persons with access and functional needs.
- Provides support for evacuation planning.
- Assists in the operation of a FAC, shelters, Points of Dispensing (PODs), and other facilities by coordinating appropriate transportation requests.
- **Department of Vehicle Services (DVS):**
 - Serves as cooperating agency to Transportation-ESF 1, Logistics Management and Resource Support-ESF 7, Energy and Infrastructure-ESF 12, and Long-Term Recovery-ESF 14.
 - Manages the emergency rationing or prioritization of county-owned fuel resources, if necessary.
 - Provides fuel site access, fuel, and maintenance support for emergency transportation and recovery operations.
 - Staffs the Supply Unit in the LCS at the EOC, as requested.
- **Facilities Management Department (FMD):**
 - Serves as a cooperating agency to Communications-ESF 2, Public Works and Engineering-ESF 3, Emergency Management-ESF 5, Mass Care, Emergency Assistance, Housing, and Human Services-ESF 6, Logistics Management and Resource Support-ESF 7, Energy and Infrastructure-ESF 12, Long-Term Community Recovery-ESF 14, Damage Assessment Annex, Fatality Management Annex, Family Assistance Center (FAC) Plan, and Donations Management Annex.
 - Provides support to mass care facilities or other county facilities established to support operations or delivery of assistance.
 - Coordinates emergency repairs to county facilities, as appropriate.
 - Coordinates the maintenance, custodial services, and continued operation of county facilities where Facilities Management Department (FMD) has assigned responsibilities.
 - In conjunction with the Office of the County Attorney (OCA) and county leadership, leases facilities to support operations.
 - Assists DEMS with planning for persons with access and functional needs.
- **Fairfax County Sheriff's Office (FCSO):**
 - Serves as a cooperating agency to Communications-ESF 2, Public Works and Engineering-ESF 3, Emergency Management-

ESF 5, Mass Care, Emergency Assistance and Human Services-ESF 6, Public Health and Medical Services-ESF 8, Public Safety and Security-ESF 13, Long-Term Recovery-ESF 14, Alert and Warning Annex, Family Assistance Center (FAC) Plan, Fatality Management Annex, Shelter Plan, and Volunteer Management Annex.

- Provides available staff, resources, and facilities to support emergency operations to include, but not limited to, the following:
 - Assist with providing meals for emergency response personnel via contract services.
 - Assist with law enforcement and crowd control.
 - Assist with security of emergency site, evacuated areas, shelter areas, vital facilities, supplies, and other assigned locations.
 - Assist with evacuations.
 - Assist with service and enforcement of quarantine and protection orders.
 - Augment security at county-owned facilities.
- Manages security for jails and court facilities.
- Staffs the Security Unit during EOC activations.
- Serves orders related to isolation or quarantine of individuals for public health purposes.
- Assists DEMS with planning for persons with access and functional needs.
- **Fairfax County Park Authority (FCPA):**
 - Serves as a cooperating agency to Public Works and Engineering-ESF 3, Mass Care, Emergency Assistance, Housing, and Human Services-ESF 6, Public Health and Medical Service-ESF 8, Search and Rescue-ESF 9, Long-Term Community Recovery-ESF 14, Alert and Warning Annex, Damage Assessment Annex, Donations Management Annex, Shelter Plan, and Volunteer Management Plan.
 - Assists with debris removal, damage assessment, and snow removal.
 - Identifies and activates facilities that may be used to support response and recovery operations.
 - Monitors FCPA-owned dams during any emergency that would result in damage to dams.
 - Assists DEMS with planning for persons with access and functional needs.
- **Fairfax County Public Library (FCPL):**
 - Serves as a cooperating agency to Mass Care, Emergency Assistance, Housing, and Human Services-ESF 6, Public Health and Medical Services-ESF 8, Long-Term Community Recovery-ESF 14, Family Assistance Center (FAC) Plan, and Service Information Center (SIC) Annex.
 - Identifies and activates facilities that may be used to support response and recovery operations.

- Assists DEMS with planning for persons with access and functional needs.
- **Fairfax-Falls Church Community Services Board (CSB):**
 - Serves as a cooperating agency to Mass Care, Emergency Assistance, Housing, and Human Services-ESF 6, Public Health and Medical Services-ESF 8, Long-Term Community Recovery-ESF 14, Family Assistance Center (FAC) Plan, Fatality Management Annex, Shelter Plan, and Volunteer Management Annex.
 - Provides critical incident stress management services in coordination with the Fire and Rescue Department and the Police Department.
 - Provides psychological first-aid, mental health, intellectual disabilities, substance abuse, and critical incident stress management services and support for survivors and response personnel.
 - Deploys counselors to a FAC, shelter, or a designated facility to provide psychological first aid and mental health support.
 - Coordinates with other community services boards, the Commonwealth of Virginia's Department of Behavioral Health and Developmental Services (DBHDS) for the management and administration of additional mental health and substance abuse resources made available through the state.
 - Assists DEMS with planning for persons with access and functional needs.
- **Fire and Rescue Department (FRD):**
 - Serves as the coordinating agency for Firefighting-ESF 4 and Oil and Hazardous Materials Response-ESF 10; co-coordinating agency for Search and Rescue-ESF 9, and as a cooperating agency to Transportation-ESF 1, Communications-ESF 2, Public Works and Engineering-ESF 3, Emergency Management-ESF 5, Mass Care, Emergency Assistance, Housing, and Human Services-ESF 6, Logistics Management and Resource Support-ESF 7, Public Health and Medical Services-ESF 8, Long-Term Recovery-ESF 14, External Affairs-ESF 15, Alert and Warning Annex, Damage Assessment Annex, Family Assistance Center (FAC) Plan, Fatality Management Annex, Shelter Plan, and Volunteer Management Annex.
 - Provides firefighting and fire suppression services.
 - Requests and manages mutual aid for fire and rescue operations.
 - Coordinates and performs fire prevention and investigation services.
 - Coordinates and establishes an on-scene Incident Command Post (ICP) and incident command activities for fire and rescue incidents.
 - Provides emergency medical services/pre-hospital care, triage, and transportation of survivors.

- Conducts confined space search and rescue operations.
 - Conducts collapsed structure search and rescue.
 - Conducts trench search and rescue operations.
 - Conducts water rescue, search, and recovery.
 - Assists with ground search and rescue operations.
 - Provides for response and containment for oil and hazardous material incidents.
 - Recruits, trains, and manages the Community Emergency Response Team (CERT).
 - Determines need for evacuations through risk analysis, plume, and dispersion modeling for fire and rescue incidents.
 - Determines need for reception centers and/or shelters.
 - Manages decontamination of victims and responders.
 - Coordinates and assists in evacuation operations, as necessary.
 - Coordinates and performs search and rescue operations.
 - Initiates on-scene warning and alerting.
 - Conducts rapid windshield assessment surveys to priority areas for operations.
 - Assists with structural damage assessment of privately-owned residential and commercial structures.
 - Assists DEMS with planning for persons with access and functional needs.
- **Health Department (HD):**
 - Serves as the coordinating agency for Public Health and Medical Services-ESF 8 and the Fatality Management Annex and as a cooperating agency to Public Works and Engineering-ESF 3, Firefighting-ESF 4, Emergency Management-ESF 5, Mass Care, Emergency Assistance, Housing, and Human Services-ESF 6, Oil and Hazardous Material Response-ESF10, Agriculture and Natural Resources-ESF 11, Long-Term Recovery-ESF 14, External Affairs-ESF 15, Alert and Warning Annex, Damage Assessment Annex, Family Assistance Center (FAC) Plan, Commodity Points of Distribution (C-POD) Annex, Service Information Center (SIC) Annex, Shelter Plan, and Volunteer Management Annex.
 - Assists DEMS with planning for persons with access and functional needs.
 - Liaises with the Regional Healthcare Coordination Center (RHCC) and medical facilities to coordinate emergency use of available services, supplies, and pharmaceuticals.
 - Liaises with hospitals, long-term care facilities, dialysis centers, and other healthcare organizations to coordinate preparedness activities and to meet critical needs when impacted by an emergency.
 - Issues health advisories in coordination with OPA and DEMS.
 - Conducts disease surveillance, investigation, and control and provides technical assistance during suspected or actual outbreaks at specific locations or facilities.

- Conducts mass and mobile medical and non-medical countermeasures dispensing.
- Establishes and operates sites for medical and non-medical countermeasure dispensing.
- Monitors food safety and general sanitation, and provides medical services including disease surveillance, contact investigations, and access and functional needs screening at mass care facilities.
- Implements isolation and quarantine measures.
- Coordinates the preparedness for and response to mass fatality incidents.
- Supports the Virginia Department of Health's Office of the Chief Medical Examiner (OCME).
- Conducts limited testing of clinical and environmental samples.
- Provides specimen collection, laboratory testing, laboratory surveillance, and information sharing services.
- Advises on control of disease vectors, i.e., insects and rodents.
- Identifies public health hazards during damage assessments.
- Conducts damage assessment of food and other regulated establishments.
- Inspects restaurants, regulated portions of grocery stores, and temporary establishments to ensure food safety.
- Orders testing of diseased animals.
- Recruits, trains, and manages the Fairfax Medical Reserve Corps (MRC).
- Conducts environmental health assessments.
- Coordinates with debris removal agencies regarding the removal of debris that presents a public health hazard.
- Advises on public health hazards related to medical waste and other biohazards, hazardous materials, and radiological materials during an emergency.
- Liaises with state and federal health and environmental agencies.
- **Land Development Services (LDS):**
 - Serves as a cooperating agency for Public Works and Engineering-ESF 3, Firefighting-ESF4, Emergency Management-ESF-5, Search and Rescue-ESF-9, Long-Term Recovery-ESF 14, and External Affairs-ESF-15.
 - Conducts damage assessment of privately-owned residential and commercial structures; assists as requested with the structural evaluation of other buildings and structures, except for collapsed structures where Fire and Rescue has the primary responsibility.
 - Ensures that buildings are tagged as "Warning: This structure may have been damaged and has not yet been inspected for safety," "Safe for Occupancy," "Warning: This structure has been damaged and its safety is questionable," or "Unsafe: Occupancy Prohibited."

- Provides property owners and contractors with assistance and information about the building code requirements during the recovery phase, as needed.
 - Assists with filling requests for available resources.
- **Office of the County Attorney (OCA):**
 - Serves as cooperating agency to Public Works and Engineering-ESF 3, Emergency Management-ESF 5, Mass Care, Emergency Assistance, Housing, and Human Services-ESF 6, Public Health and Medical Services-ESF 8, Energy and Infrastructure-ESF 12, Public Safety and Security-ESF 13, Long-Term Community Recovery-ESF 14, Donations Management Annex, Family Assistance Center (FAC) Plan, Fatality Management Annex, Shelter Plan, and Volunteer Management Annex.
 - Advises county officials concerning legal responsibilities, powers, and liabilities regarding emergency operations and post-disaster and recovery assistance.
 - Assists the Board of Supervisors and County Executive with maintaining continuity of government.
 - Prepares emergency ordinances (i.e., price gouging and curfews) and local declarations.
 - Assists with the preparation of applications, legal interpretations, or opinions, and Board of Supervisor packages regarding recovery and/or reimbursement.
 - Assists in obtaining waivers and legal clearances needed to dispose of debris and materials resulting from an emergency or disaster.
 - Assists with the implementation of isolation and quarantine orders and other court orders as needed.
 - Assists DEMS with planning for persons with access and functional needs and provides legal guidance, as needed.
- **Office of Environmental and Energy Coordination (OEEC):**
 - Serves as cooperating agency for Public Works and Engineering-ESF 3, Energy and Infrastructure-ESF 12 and Long-Term Recovery-ESF 14.
 - Assist in the collection and distribution of information related to energy supply, infrastructure, and restoration.
 - Assist in the development of strategic plans to ensure resiliency measures are followed.
- **Office of Public Affairs (OPA):**
 - Serves as coordinating agency for External Affairs-ESF 15, a co-coordinating agency for the Alert and Warning Annex, and a cooperating agency to Emergency Management-ESF 5, Long-Term Recovery-ESF 14, Donations Management Annex, Fatality Management Annex, and Volunteer Management Annex.
 - Coordinates the dissemination of approved emergency information to the public, county employees, news media, elected

officials, and other stakeholders/organizations through a variety of tools.

- Serves as the “single voice” of county government for the coordinated release of information during emergencies and anytime there are more than two agencies involved in an incident.
 - Manages the operation of an emergency information hotline, if requested.
 - Monitors and responds to traditional media and social media outlets to identify trends and reduce dissemination of incorrect or misinformation.
 - Activates and manages the Joint Information Center (JIC).
 - Develops and coordinates the distribution of protective action guidance to the public.
 - Manages language translation service contracts and assists county agencies with the use of translation services, as needed, through the Language Access Program Director.
 - Assists DEMS with planning for persons with access and functional needs.
- **Police Department (PD):**
 - Serves as coordinating agency for Public Safety and Security-ESF 13, co-coordinating agency for Search and Rescue-ESF 9, and as a cooperating agency for Communications-ESF 2, Public Works and Engineering-ESF 3, Firefighting-ESF 4, Emergency Management-ESF 5, Mass Care, Emergency Assistance, Housing, and Human Services-ESF 6, Logistics Management and Resource Support-ESF 7, Public Health and Medical Service-ESF 8, Oil and Hazardous Material Response-ESF 10, Agriculture and Natural Resources-ESF 11, Long-Term Recovery-ESF 14, External Affairs-ESF 15, Alert and Warning Annex, Damage Assessment Annex, Family Assistance Center (FAC) Plan, Fatality Management Annex, Donations Management Annex, Shelter Plan, and Volunteer Management Annex.
 - Provides law enforcement services.
 - Assists with underwater search and recovery.
 - Provides explosive ordnance detection and disposal.
 - Provides rotary wing aircraft support.
 - Initiates on-scene warning and alerting in cooperation with the Fire and Rescue Department.
 - Provides traffic management and crowd control.
 - Coordinates and assists in evacuation operations.
 - Provides security of emergency site, evacuated areas, shelter areas, vital facilities, supplies, and other assigned locations.
 - Coordinates and assists with ground search and rescue.
 - Provides animal control emergency services.
 - In coordination with DAS, picks up, registers, and transports animals to evacuation shelters.

- Provides critical incident stress management services (CISM) to Department staff as requested, in coordination with CSB and FRD.
- Enforces isolation or quarantine orders, when applicable by law and with guidance from the County Attorney.
- Assists DEMS with planning for persons with access and functional needs.

G. Partner Organizations and Agencies:

- **Fairfax County Public Schools:**
 - Serves as a cooperating agency to Transportation-ESF 1, Communications-ESF 2, Public Works and Engineering-ESF 3, Mass Care, Emergency Assistance, Housing, and Human Services-ESF 6, Logistics Management and Resource Support-ESF 7, Public Health and Medical Services-ESF 8, Long-Term Recovery-ESF 14, Alert and Warning Annex, Damage Assessment Annex, Donations Management Annex, Family Assistance Center (FAC) Plan, Shelter Plan, and Volunteer Management Annex.
 - Provides for the emergency care of students and employees during normal school hours.
 - Provides facilities for use as mass care sites.
 - Provides facilities for public health dispensing sites.
 - If available, assists with mass feeding.
 - If available, assists with transportation for displaced persons and emergency responders.
 - Assists DEMS with planning for persons with access and functional needs and provides them transportation, as available.
 - Assists with damage assessment and debris removal.

H. Volunteer Organizations:

- Amateur Radio Emergency Services (ARES)
- American Red Cross-National Capital Region and Greater Chesapeake Region (ARC)
- Community Chaplain Corps
- Civil Air Patrol (CAP)
- Community Emergency Response Team (CERT)
- Fire Corps
- Faith Communities in Action (FCIA)
- Medical Reserve Corps (MRC)
- Neighborhood Watch
- Salvation Army
- Volunteer Fairfax (VF)
- Volunteers in Police Service (VIPS)
- Voluntary Organizations Active in Disaster (VOAD)

I. Utility Partners:

- Colonial Pipeline
- Columbia Gas Pipeline

- Cox Communications
- Dominion Energy
- Fairfax Water
- Northern Virginia Electric Cooperative (NOVEC)
- Plantation Pipeline Company
- Upper Occoquan Service Authority (UOSA)
- Verizon Utility Services
- Washington Gas

J. Transit Agencies:

- Metropolitan Washington Airport Authority (MWAA)
- Virginia Railway Express (VRE)
- Washington Metropolitan Area Transit Authority (WMATA)

K. State Agencies:

- Virginia Department of Agriculture and Consumer Services (VDACS)
- Virginia Department of Behavioral Health and Developmental Services (DBHDS)
- Virginia Department of Emergency Management (VDEM)
- Virginia Department of Environmental Quality (VDEQ)
- Virginia Department of Health (VDH)
- Virginia Department of Transportation (VDOT)
- Virginia National Guard (VNG)
- Virginia Office of the Chief Medical Examiner (OCME)
- Virginia State Police (VSP)

L. Regional:

- Metropolitan Washington Council of Governments (MWCOCG)
- Northern Virginia Regional Commission (NVRC)
- Northern Virginia Emergency Response System (NVERS)
- Northern Virginia Regional Intelligence Center (NVRIC)

M. Federal:

- Department of Defense (DoD)
- Department of Homeland Security (DHS)
- Federal Bureau of Investigation (FBI)
- Federal Emergency Management Agency (FEMA)
- National Weather Service (NWS)
- Office of National Capital Region Coordination (ONCRC)

VI. Phases of Emergency Management

A. Introduction:

Fairfax County maintains a comprehensive emergency management program through DEMS by providing emergency guidance and support to the other departments and agencies. DEMS monitors threats and hazards that threaten the county and region and assists with emergency operations to better address emergency situations affecting the county.

The county's comprehensive emergency management program is organized to address the five mission areas of emergency management:

- **Prevention:** Any activity taken in advance that reduces the potential for an emergency.
- **Preparedness:** Any activity taken in advance of an emergency to develop, support, and enhance operational capabilities, to facilitate an effective and efficient response, and recover from an emergency.
- **Response:** Any action taken immediately before, during, or after an emergency to reduce casualties, save lives, minimize damage to property, and enhance the effectiveness and speed of recovery.
- **Recovery:** Short-term recovery is any activity that will return vital life-support systems and critical infrastructure to minimum operating standards and, in the long-term, any activity designed to return life to normal or to an improved state.
- **Mitigation:** Any activity taken to eliminate or reduce the degree of long-term risk to human life and property from natural, technological, and human-caused hazards.

VII. Emergency Declarations

A. Non-Declared Disasters:

The Director of Emergency Management, or their designee, may direct county departments and agencies to respond to emergencies or disasters as outlined in this plan without a formal declaration of an emergency when the expectation is that local resources will be used, and that no reimbursement of costs will be requested. The Director of Emergency Management, or their designee, may re-direct and deploy county resources and assets as necessary to prevent, prepare for, adequately respond to, and quickly recover from an emergency or disaster.

For significant events in Fairfax County or a neighboring jurisdiction, the EOC may be activated to monitor the situation, coordinate activities among the departments and agencies, and ensure the county is positioned to rapidly respond in the case of an incident.

B. General Emergency Declarations:

There are three types of emergency declarations that may apply to a disaster or emergency within Fairfax County depending upon the scope and magnitude of the event – local, Commonwealth, and federal.

- **Local Declarations:** A local emergency declaration automatically activates the Emergency Operations Plan and provides for the expeditious mobilization of county resources in responding to a major incident.
- **Commonwealth Declarations:** A declaration of an emergency by the Governor of Virginia that includes Fairfax County provides the county access to the resources and assistance of the departments

and agencies of the Commonwealth, including the National Guard, in the event local resources are insufficient to meet the needs. These requests for assistance are coordinated through the VEOC.

- **Federal Declarations:** The Governor of Virginia may request a federal emergency or major disaster declaration. In the event that Fairfax County is declared a federal disaster area, the resources of federal departments and agencies are available to provide resources and assistance to augment those of the county and the Commonwealth.

C. Local Emergency Declarations:

- The Commonwealth of Virginia Emergency Services and Disaster Law of 2000, Sections 44-146.13 to 44-146.28:1 Code of Virginia, as amended and Code of Fairfax County, Chapter 14, Emergency Management, prescribe the authorities pertaining to the declaration of local emergencies.
- The Director of Emergency Management for Fairfax County may declare a local emergency with the consent of the Board of Supervisors. In the event the Board cannot meet due to the disaster or other exigent circumstances a local emergency can be declared subject to later ratification by the Board of Supervisors.
- A local emergency is declared when, in the judgment of the Director of Emergency Management, the threat or actual occurrence of an emergency or disaster is of sufficient severity and magnitude to warrant a coordinated response by the various county departments, agencies, and voluntary organizations.
- The declaration of a local emergency activates the EOP and applicable provisions of the plan.
- For instances where a resource shortage (e.g., gasoline, heating oil) is substantially or wholly the cause of a local emergency, a local emergency can only be declared by the Governor based upon a request by the Fairfax County Board of Supervisors.
- When, in its judgment, all emergency activities have been taken, the Board of Supervisors will take action to end the declared emergency.
- All county departments and agencies will receive notification of emergency declarations and terminations through Fairfax County DEMS.

D. Commonwealth Emergency Declarations:

- The Commonwealth of Virginia Emergency Services and Disaster Law of 2000, Sections 44-146.13 to 44-146.28:1 Code of Virginia, as amended, prescribes the authority and implications of a declaration of a state of emergency by the Governor.

- The Governor may declare a state of emergency to exist whenever, in their opinion, the safety and welfare of the people of the Commonwealth require the exercise of emergency measures due to a threatened or actual disaster.
- The Governor's Declaration of a state of emergency provides for the expeditious provision of assistance to local jurisdictions, including use of the Virginia National Guard.

E. Federal Emergency and Major Disaster Declarations:

- Under the provisions of the Robert T. Stafford Act, the Governor may request the President of the United States to declare a major disaster or emergency declaration for incidents that are (or threaten to be) beyond the scope of the state and local jurisdictions to effectively respond.
- A Presidential major disaster declaration puts into motion long-term federal recovery programs, some of which are matched by state programs, and designed to help disaster survivors, businesses, and public entities.
- An emergency declaration is more limited in scope and without the long-term federal recovery programs of a major disaster declaration. Generally, federal assistance and funding are provided to meet a specific emergency need or to help prevent a major disaster from occurring.
- The major disaster or emergency declaration designates the political subdivisions within the state (normally counties and independent cities) that are eligible for assistance. There are three major categories of disaster aid available under a major disaster declaration:
 - **Individual Assistance:** Aid to individuals and households.
 - **Disaster Housing** provides up to 18 months of temporary housing assistance for displaced persons whose residences are heavily damaged, uninhabitable due to environmental contamination, or destroyed. Funding also can be provided for housing repairs and replacement.
 - **Disaster Grants** may be available to help meet other serious disaster-related needs and necessary expenses not covered by insurance and other aid programs. These may include replacement of personal property, transportation, medical, dental, and funeral expenses.
 - **Low-Interest Disaster Loans** may be available after a disaster for homeowners and renters from the United States Small Business Administration (SBA) to cover uninsured property losses. Loans may be for repair or

replacement of homes, automobiles, clothing, or other damaged personal property. Loans are also available to businesses for property loss and economic injury.

- **Other Disaster Aid Programs** include crisis counseling, disaster-related unemployment assistance, legal aid and assistance with income tax, and Social Security and Veteran's benefits. Other state or local help may also be available.
- **Public Assistance:** Aid to state or local governments to pay part of the costs of rebuilding a community's damaged infrastructure. Public Assistance may include debris removal, emergency protective measures and public services, repair of damaged public property, loans needed by communities for essential government functions, and grants for repair of damaged public and private nonprofit schools and educational facilities.
- **Hazard Mitigation:** Funding for measures designed to reduce future losses to public and private property.

F. Other Emergency Declarations:

Several federal agencies have independent authorities to declare disasters or emergencies. These authorities may be exercised concurrently or become part of a major disaster or emergency declaration under the Stafford Act. These other authorities include:

- The administrator of the U.S. Small Business Administration (SBA) may make a disaster declaration based upon physical damage to buildings, machinery, equipment, homes, and other property as well as economic injury.
- The Secretary of the U.S. Department of Health and Human Services (HHS) may declare, after consultation with public health officials, a public health emergency in the event of a significant outbreak of infectious diseases or biological attack.
- The U.S. Army Corps of Engineers may issue a disaster declaration in response to flooding or coastal storms.
- A federal On-Scene-Coordinator designated by the U.S. Environmental Protection Agency (EPA), U.S. States Coast Guard (USCG), or the U.S. Department of Energy (DOE), under the National Contingency Plan, has the authority to direct response efforts at the scene of a discharge of oil, hazardous substance, pollutants, or contaminants, depending upon the location and source of the release.

G. The Emergency Declaration Process:

- A local emergency may be declared by the Director of Emergency Management with consent of the Board of Supervisors. In the event the

Board of Supervisors cannot convene due to the disaster or other exigent circumstances, the Director, or in their absence, the Deputy Director of Emergency Management, or in the absence of both, any member of the Board of Supervisors may declare the existence of a local emergency, subject to confirmation by the Board of Supervisors at its next regularly scheduled meeting or at a special meeting within fourteen days of the declaration, whichever occurs first.

- The local emergency declaration may be based upon reports of an actual event or on the forecast or prediction of emergency conditions. DEMS is responsible for monitoring incidents and events through the Duty Officer or EOC and providing information and support to the Director of Emergency Management in the process of declaring a local emergency.
- Whenever a local emergency has been declared, the Coordinator of Emergency Management or their designee will immediately notify the VDEM through the VEOC.
- A local emergency must be declared, and local resources fully committed before state and federal assistance is requested.
- Upon activating the EOC, DEMS will submit a local situation report to the state EOC. For a significant incident, the situation report will be followed by an official Initial Damage Assessment (IDA) as soon as specific damage information is available, but not later than 72 hours after the peak of the event. DEMS coordinates damage assessment information for the county. The damage assessment process may begin with reports from the field through the Incident Commander(s) as well as rapid assessments conducted by FRD to quickly size up the incident. However, these efforts will be followed by a deliberate damage assessment process managed by DPWES and LDS. The Damage Assessment Annex provides additional information.
- DEMS will continue to submit situation reports to the State at least once every operational period or as the incident escalates or milestones are achieved.
- Based upon the request of the Director of Emergency Management or other available information, the Governor may declare a state of emergency. DEMS will ensure that all departments and agencies with responsibilities under this EOP are notified through existing protocols and procedures.
- Once a determination is made that the event is or may be beyond the capabilities of the county and state, the Governor may request assistance from FEMA to conduct a more thorough joint federal/state Preliminary Damage Assessment (PDA).

- A PDA is an on-site survey of the affected area(s) by federal and state officials to determine the scope and magnitude of damages caused by the event. Generally, a PDA is conducted prior to an official request by the Governor for a declaration of an emergency or major disaster by the President. DEMS will provide assistance in facilitating the PDA process within the county.
- Depending upon the extent and scope of damages provided in the initial reports, PDA teams may be organized to assess damage to private property (individual assistance) and/or public property (public assistance).
- For events of unusual severity and magnitude, State and Federal officials may delay the PDA pending more immediate needs and assessment activities.
- The PDA process verifies the general magnitude of damage and whether federal assistance will be requested.
- Based upon the results of the PDA and consultations with FEMA, VDEM will prepare an official request for an emergency or major disaster declaration for the Governor's signature. Upon receipt of an approved Presidential emergency or major disaster declaration, all departments and agencies with roles and responsibilities under this plan will be notified by DEMS.
- The Presidential Declaration will stipulate the types of Federal assistance authorized for the county.

VIII. Concept of Operations

This section outlines Fairfax County's concept of operations for responding to emergency events. It provides background information on the National Incident Management System and the Incident Command System, identifies authorities for emergency response, defines command and control structures and lines of authority, describes the roles and organization of the EOC, and outlines how emergency operations will be conducted under the EOP.

Fairfax County government has the primary responsibility for emergency operations within its borders and will commit available resources to save lives, stabilize the incident, and minimize property damage. In the event of a significant emergency, the immediate response priority will be life safety, incident stabilization, and property conservation.

A. National Incident Management System (NIMS):

By resolution on November 21, 2005, Fairfax County adopted the federally mandated NIMS as the county standard for incident management. NIMS incorporates the ICS as the national standard for incident management. The

EOP has incorporated these concepts with the Base Plan, ESFs, and other annexes as appropriate.

NIMS defines standard means and establishes requirements for processes to describe, inventory, mobilize, track, and recover resources over the life cycle of an incident. These components are not covered in the EOP but in specialized annexes and agency standard operational guidelines.

B. Emergency Support Functions (ESFs):

ESFs are the grouping of governmental and pre-designated private sector capabilities into an organizational structure to provide support, resources, program implementation, and services that are most likely needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help survivors and communities return to normal following an incident or emergency.

The Fairfax County EOP is organized using ESF Annexes. It organizes the various departments, agencies, private sector companies, and voluntary organizations into 15 ESFs to facilitate planning and coordination prior to an incident and to achieve an effective emergency response and recovery.

Each ESF has an assigned coordinating agency and designated cooperating agencies. The coordinating agencies are designated because they either have statutory responsibility or the prerequisite expertise and resources due to their programmatic or regulatory responsibilities.

The coordinating agency is responsible for all pre-incident planning and coordination to ensure that all ESF agencies are prepared to provide resources and perform assigned operational roles.

The coordinating agency is responsible for developing and maintaining the ESF annex to the EOP as well as developing operating procedures. The annex will be developed in accordance with DEMS guidelines.

ESFs will be activated as needed to support actual or anticipated requirements and will provide representatives to the EOC upon activation.

Within the EOC, the ESFs are assigned to the Senior Policy Group (SPG), the EOC command staff, and the Operations, Logistics, Planning, and Finance and Administration Coordination Sections.

More detailed information on each of the ESFs is provided in the corresponding functional annex (see Section Four of this plan).

C. Emergency Support Function and Incident Command System Integration:

The Fairfax County EOP uses the ESF structure established by the NRF and used by the State to organize their EOP and EOC. This structure provides a coordinating and collaboration tool that aligns well with county agency and department missions and provides a coordinating agency with

management oversight for the ESF. The organization of the Emergency Operations Plan using ESFs also provides a basis for coordination with the State and Federal government which are organized using the same structure.

When the EOP is activated and the ESFs are operationalized, ICS provides for the flexibility to assign ESFs and other stakeholder resources according to their capabilities, taskings, and requirements to augment and support staffing in the EOC. It also creates a parallel structure, mirroring the field structure, which allows for better coordination of and support to on-scene incident commanders.

D. Incident Command System (ICS):

ICS is an emergency management system designed to enable effective and efficient management of incidents by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure. The ICS is widely applicable to organize both short-term and long-term field and EOC operations for the full spectrum of emergencies.

The initial responsibility for implementing ICS rests with the first responders. Upon arrival at the scene of an incident, the senior responder(s) will establish incident command and designate a command post location to manage the emergency.

The Incident Commander (IC) is the individual responsible for all incident activities including the development of incident objectives, approving on-scene strategies and tactics, and the ordering and release of on-scene resources. The IC is delegated overall authority and responsibility for conducting incident operations. In the EOC, this person is termed the EOC Director (EOCD) with overall authority and responsibility for conducting EOC operations in support of the incident command staff typically includes:

- **Public Information Officer (PIO):** The PIO has responsibility for all interaction between Command and the media and who coordinates the release of information on the incident situation and response efforts from command to the media.
- **Safety Officer (SOFR):** The SOFR has responsibility for monitoring safety conditions and developing measures to ensure the safety of all assigned personnel.
- **Liaison Officer (LOFR):** The LOFR is the person who acts as the on-scene contact point for representatives of assisting agencies assigned to the incident. A LOFR may designate one or more assistants from either the same or another assisting agency or jurisdiction.

General Staff typically includes the following positions:

- **Planning Section:** The Planning Section is responsible for gathering information and intelligence critical to the incident and providing this information to incident management personnel. This section is also

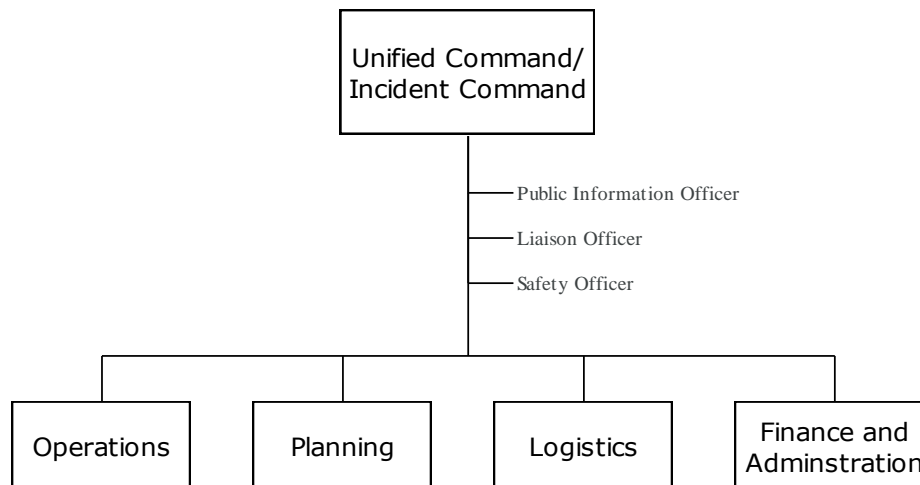
responsible for developing and documenting the Incident Action Plan (IAP) that identifies overall incident objectives and strategies.

- **Operations Section:** The Operations Section is responsible for all tactical activities in direct support of the reduction of the immediate hazard, saving lives and property, establishing situational control, and restoration of normal operations.
- **Logistics Section:** The Logistics Section is responsible for all support requirements needed to achieve an effective response to the incident.
- **Finance/Administration Section:** The Finance/Administration Section is established when incident management activities require finance and administrative support services. The chief of this section is responsible for recording personnel time and attendance; all financial management matters pertaining to the event, handling injury claims and compensation; and recording, tracking, and analyzing cost data for the overall incident.

ICS Command Structure:

The incident command organizational structure develops in a top-down, modular fashion that is based upon the size and complexity of the emergency (see Figure below). As needed, separate functional elements can be established, each of which can be further sub-divided, if needed. For example, the Operations Section can be expanded to include branches, divisions, groups, and specialized resources as required to effectively manage the incident. Responsibility for the establishment and expansion of the ICS organization ultimately rests with the on-scene IC who bases the organization on the requirements of the situation. As incident complexity increases, the organization expands from top down as functional responsibilities are delegated.

The IC may appoint additional staff and support positions as necessary depending upon the nature, scope, and complexity of the emergency or other requirements.



ICS Organization Chart

E. **Emergency Operations Center (EOC):**

The EOC serves as a multi-agency coordination center for Fairfax County, and, as appropriate, the towns of Clifton, Herndon, and Vienna, during major emergencies and disasters for assignment of resources, establishing policies, and coordination and approval of all requests for assistance outside the county.

The EOC will establish operational periods as a basis for the action planning process at the EOC. Typically, the operational periods are 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. during 24-hour operations. The planning process is designed around identifying expected accomplishments over the next operational period. An Emergency Operations Center Action Plan (EOC-AP) will be produced for each operational period to communicate overall EOC objectives.

The EOC schedules and conducts an operational period (or shift change) briefing before each operational period to ensure EOC staff are briefed on the operational elements of the EOC-AP and are aware of the objectives that are expected to be accomplished.

Operations within the EOC will be organized and conducted with established operational procedures, checklists, and job aids.

The EOC structure provides for further subdivision of the operations, planning, logistics, and finance and administration coordination sections into branches and groups depending upon the complexity of the operations and to maintain a manageable span of control.

The **Senior Policy Group (SPG)** includes the County Executive, appropriate Deputy County Executives, the Police and Fire Chiefs, the Director of Public Affairs, the Health Director, the Director of Public Works and Environmental Services, the County Attorney, and the Coordinator of Emergency Management. Other entities may be added as appropriate, depending on the incident or event. The primary responsibilities of this group include:

- Establishing and promulgating emergency policy decisions.
- Providing strategic direction and priorities for field operations.
- Providing direction to agencies performing emergency activities.
- Authorizing issuance of public evacuation recommendations.
- Resolving resource and policy issues.

The **EOC Command Staff** is responsible for the staffing and operations of the EOC. The EOC Command Staff directs the activities of the EOC staff and ensures that policies and priorities established by the SPG are implemented. The EOC Command Staff establish the EOC objectives and direct, in consultation with the SPG, strategic and contingency planning efforts to address incident-related concerns and issues. The EOC Director

establishes the operational periods for the EOC and is the approving authority for the EOC Action Plan. EOC Command Staff includes:

- **EOC Director (EOCD):** The EOCD is responsible for all operations within the EOC.
 - **Public Information Officer (PIO):** The PIO is responsible for interfacing with the public and media and providing incident-specific information.
 - **Safety Officer (SOFR):** The SOFR monitors EOC operations and advises the EOC Command Staff on all matters of safety for EOC operations staff and support teams.
 - **Liaison Officer (LOFR):** The LOFR serves as the point-of-contact on behalf of the EOCD for representatives from other government agencies, non-governmental organizations (NGO), and private sector entities. Depending upon the nature of the incident, DEMS may provide a Liaison Officer (DEMS Duty Officer) to assist the Incident Commander (IC) with agency coordination of other county agencies, non-governmental organizations, private sector representatives, and state, regional, and federal officials.
- The **EOC Operations Coordination Section** provides support to field operations directed towards reducing the immediate hazard, saving lives and property, establishing situational control, and restoring normal conditions. This section also ensures that policy and resource decisions of the Executive Group related to operations are implemented. The operations section is responsible for coordination of all response elements applied to the incident.
- The **EOC Planning Coordination Section** collects, analyzes, displays, and disseminates information related to the incident and the status of operations. This section also collects and maintains information on the status of all resources assigned by the EOC to field operations. The section is also responsible for facilitating the action planning process for the EOC and produces the EOC-AP. The Planning Coordination Section functions as the primary support for strategic level decision making at the EOC including preparing situation reports and briefings, map displays, collecting and consolidating damage assessment information, and developing plans necessary to address changing field events.
- The **EOC Logistics Coordination Section** is responsible for the acquisition and movement of supplies, equipment, and personnel in support of the response operations in the field. This section also will provide for the establishment of operating facilities needed to support on-going response and recovery operations.
- The **EOC Finance and Administration Coordination Section** provides policy guidance and establishes procedures to authorize the commitment and payment of funds for resources or services ordered through the EOC. This section tracks and processes payment of vendor

purchases, contracts, and other payments, and ensures that an accurate accounting of the cost of responding to the incident is maintained.

The EOC structure provides for further subdivision of the four sections into branches and groups depending upon the complexity of the operations and to maintain a manageable span of control.

F. Participating Towns in Fairfax County:

The Towns of Clifton, Herndon, and Vienna are included under this EOP, and are responsible for maintaining their own emergency response plan to further detail operations within their boundaries. During an emergency or disaster that impacts one of the Towns, Fairfax County will coordinate with them as appropriate.

By signing this plan, the Towns of Clifton, Herndon, and Vienna agree to be active participants in all the phases of emergency management laid out earlier in this plan and are guided by the mandates of this plan. As detailed in their emergency response plans, they will activate their own EOCs to coordinate response within their boundaries and liaise with the Fairfax County EOC.

G. Unified Command (UC):

Unified Command will be used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC to establish common objectives and strategies under a single Incident Action Plan (IAP).

In large-scale emergencies, a unified command post may be established at or near the incident site. They will notify other agencies that need to be present at the unified command post. They will jointly appoint command and general staff as necessary to carry out incident objectives.

H. Incident Complex:

An Incident Complex refers to two or more individual incidents located in the same general area that are assigned to a single IC or UC. When an Incident Complex is established over several individual incidents, the general guideline is that the previously identified incidents would become branches within the Operations Section. This provides more potential for future expansion if required.

Incident Complex: Structure



Typically, each separate incident is organized as a Branch, allowing for future expansion if required.

I. Area Command:

When a single incident covers a large geographical area or there are multiple incidents, multiple local ICS organizations may be required. When multiple organizations are operational, it may be necessary to establish an Area Command organization. Area Commands are particularly relevant to incidents that are typically not site-specific, are not immediately identifiable, are geographically dispersed, and evolve over longer periods of time (e.g., public health emergencies, earthquakes, tornadoes, or civil disturbances). Area Command has the responsibility to set overall strategy and priority, allocate critical resources according to the priorities, and ensure that all incidents are properly managed and established objectives are achieved. In Fairfax County, depending upon the scope, magnitude, and complexity of the event, the EOC or another fixed facility may function as the Area Command. In the event an Area Command is needed, county agency and department leadership will ensure that appropriate coordination and consultation with the Director of Emergency Management is accomplished.



J. Multiagency Coordination System (MCS):

The MCS defines the operating characteristics, interactive management components, and organizational structure of cooperating incident management entities engaged at the federal, state, regional, and local level through mutual-aid agreements and other assistance arrangements.

Generally, a Multi-Agency Coordination Center (MACC) is established when incidents cross disciplinary or jurisdictional boundaries or involve complex incident management scenarios. The Director of Emergency Management will approve the establishment of a MACC and will appoint the MACC Coordinator. A MACC is a fixed site facility with responsibility for establishing priorities among the incidents and allocating resources accordingly.

K. Joint Information System (JIS):

The JIS refers to processes, procedures, and systems for communicating timely and accurate information to the public during crisis or emergency situations. Within Fairfax County, a Joint Information Center (JIC) may be established to provide public information during emergency operations. The Fairfax County Office of Public Affairs is the coordinating agency for establishing and staffing a JIC under the JIS.

L. Department Operations Centers (DOCs):

County departments and agencies may establish Department Operations Centers (DOC) staffed by agency personnel to support emergency operations and provide assistance to agency personnel assigned to the EOC. In these circumstances, the individual at the EOC serves as a liaison to the DOC. As missions and tasks are assigned by the EOC, they are conveyed to the DOC for implementation. DOCs will coordinate their activities with the EOC to reduce duplication and confusion. It is the responsibility of each agency to notify the EOC of the DOC's operating status. DOC functions will include managing agency resources, managing administrative functions relevant to the incident, coordinating exchange of equipment, enhancing agency continuity of operations, and conducting expedient training.

M. Authority of On-Scene Commanders:

The Director of Emergency Management delegates authority to the Fire and Rescue Chief, Police Chief, Sheriff, Director of Public Works and Environmental Services, and Director of Health to appoint on-scene incident commanders and establish standard operating procedures to guide management of emergency operations. The senior official on scene will establish incident command and designate a command post location to manage the emergency. Incidents that begin as a single agency response may evolve into an operation requiring a multi-agency unified response to meet actual or expected needs.

N. Continuity of Operations Plans (COOP):

A major incident or emergency could include death or injury of key county officials, the partial or complete destruction of established facilities, and the

destruction of vital public records essential to the continued operations of the government. It is essential that law and order be preserved, and government services maintained.

Continuity of government and government business is particularly important with respect to emergency services, direction of emergency response operations, and management of recovery activities. Under the Commonwealth of Virginia concept of mutual aid, local officials remain in control of their jurisdiction's emergency operations while additional resources may be provided from other local, state, or federal sources. A key aspect of this control is the continued capability to communicate official requests, situation reports, and other emergency information throughout the event.

The LOA to this plan includes a provision that all departments and agencies maintain an agency-specific COOP according to standards issued by DEMS.

To ensure continuity of government, the following elements need to be addressed:

- Line of succession (minimum three “deep”) for essential agency positions.
- Pre-delegation (in writing) of emergency authorities to key officials.
- Provision for the safeguarding of vital records and systems.
- Protection of facilities and personnel.
- Provision for relocation to alternate operating facilities.

O. Resource Ordering and Management:

The following are sources or potential sources for resources that may be available to the county in responding to disasters and emergencies:

- Personnel, staff, equipment, and facilities belonging to Fairfax County.
- Resources available from neighboring jurisdictions through local mutual aid agreements.
- Resources available from the private sector through acquisition, purchasing or MOU's.
- Resources of the Commonwealth of Virginia including the National Guard through the VEOC.
- Mutual aid resources from other states via the EMAC, through the VEOC.
- Intrastate mutual aid available through the Statewide Mutual Aid Program (SWMA).
- Resources available from the Federal government under the NRF, after the Governor's Declaration of Emergency.

If existing county resources and automatic mutual aid resources are exhausted, the EOC will submit a request through the statewide mutual aid listserv to request assistance outside jurisdictions within the

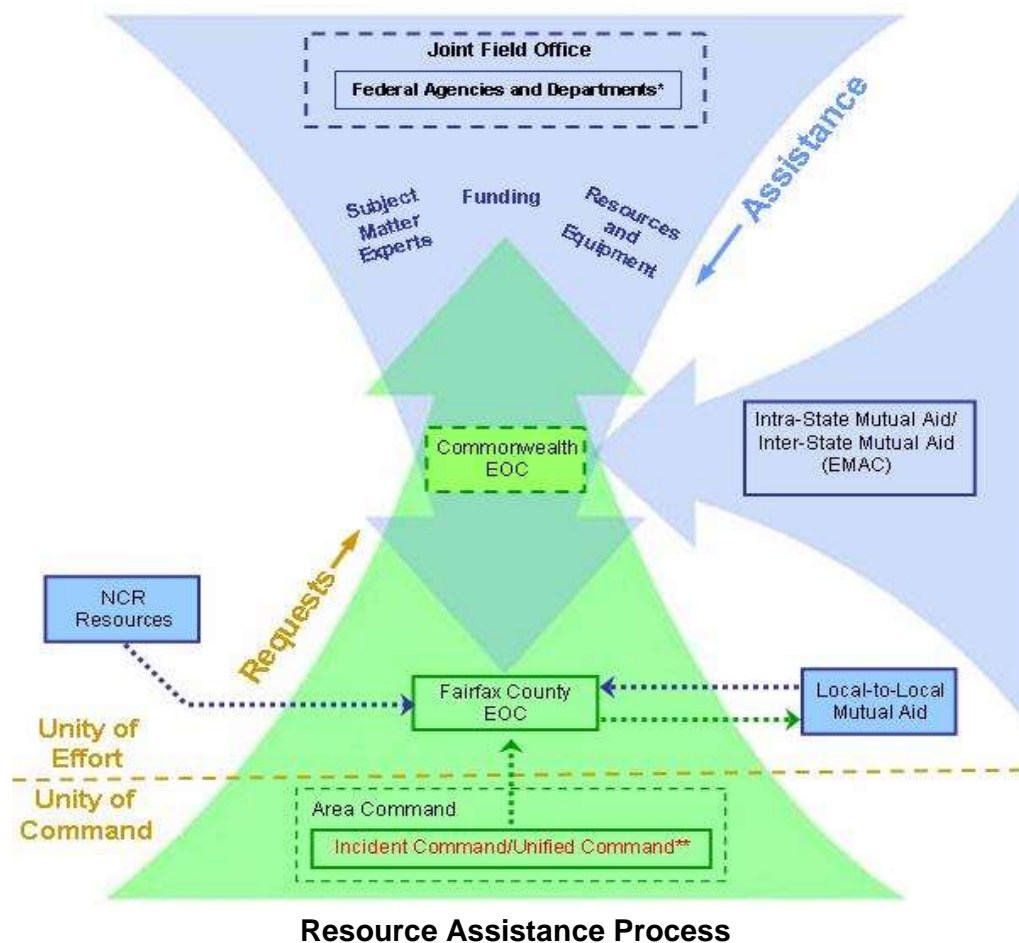
Commonwealth. Formal requests for assistance shall be directed to the VEOC. Note that this provision does not apply to existing “automatic” aid/mutual aid agreements.

The VEOC Unit in the Logistics Coordination Section in the Fairfax County EOC is responsible for making VEOC resource requests on behalf of the EOCD. If the VEOC Unit is not staffed, the Logistics Coordination Section Chief is responsible for resource requests.

Support by military units may be requested by the Logistics Coordination Section through the VEOC provided that a Governor's State of Emergency Declaration including Fairfax County is in place. Military forces, when made available, will support and assist local agencies through the Department of Emergency Management and Security, and may receive mission-type requests to include objectives, priorities, and other information necessary to accomplish established objectives.

The figure below depicts the flow of resource requests and assistance during significant incidents where Commonwealth and Federal resources are available through the appropriate emergency and disaster declarations.

Flow of Requests and Assistance During Large Scale Incidents



P. Evacuations:

Fairfax County is susceptible to both natural and non-natural hazards such as floods, hurricanes, hazardous material incidents, and acts of terrorism that may necessitate an evacuation of nearby residents, businesses, and other facilities in order to save and protect lives.

Fairfax County defines three stages for evacuations:

- **Selected:** An evacuation event limited to a specific building or neighborhood requiring a limited number of residents to be evacuated and possibly sheltered.
- **Staged:** An evacuation event requiring multiple neighborhoods or communities to be evacuated and possibly moved to various shelter sites within the county.
- **Full-Scale:** An evacuation event requiring all persons within an entire geographical area to be evacuated to multiple locations outside the county.

Q. Access and Functional Needs:

Residents or visitors who have access or functional needs may require additional assistance before, during, and after an emergency, including, but not limited to maintaining independence, communications, transportation, supervision, and/or medical care. People with medical needs may have health conditions that prevent them from managing independently in a shelter or evacuation center and may require assistance in performing activities of daily living and/or require access to utilities, medication, medical supplies, and care for the monitoring of a health condition. Residents with conditions that require the use of durable medical equipment that uses electricity may come under this definition even though the individual may regularly perform activities of daily living without caregiver or family assistance. Residents with functional needs are typically not medically dependent, but could be vulnerable, at-risk, or hard to reach in the event of an emergency. Residents with functional needs typically are able to regularly perform activities of daily living without caregiver or family assistance and are usually able to manage independently in a shelter or evacuation center.

Residents or visitors with access or functional needs may need assistance with transportation, communications, and registering for shelters and typically require strategies designed to meet their needs before, during or after an emergency. Fairfax County will communicate critical emergency information to county residents and visitors during all phases of emergency management using an array of accessible technologies. To facilitate effective emergency response efforts, Fairfax County maintains a system which allows all residents to share critical information about their home or business. Residents with disabilities or access or functional needs may enter additional information on their needs and/or restrictions in the system in order to ensure the county has all information pertinent to an effective emergency response. During EOC activations, this system may be utilized to send early or additional alerts, notifications, or updates to subscribers with disabilities or access and functional needs.

OPA will provide assistance to DEMS for their public outreach and education campaigns designed to prepare populations with functional needs for emergencies.

To ensure that Fairfax County is able to provide shelters accessible for residents with access or functional needs, DFS has developed the county Shelter Plan that is consistent with the Americans with Disabilities Act (ADA) regulations, as an ancillary to Mass Care, Emergency Assistance, Housing and Human Services Support-ESF 6. Once the determination is made by the Incident Commander and/or the Coordinator of Emergency Management to open a shelter, DFS will establish and operate the shelter(s) in accordance with their established plan(s). Should residents or visitors with access or functional needs use a service animal, Fairfax County will ensure that the specific service animal will remain with the individual during county-supplied transportation and sheltering activities, consistent with ADA regulations.

R. Transition to Recovery:

Although there is no clear line between the response and recovery phases, the command and control, coordination, and resources to serve disaster survivors will transition from immediate needs to a more deliberate process of program delivery. Recovery activities may include coordination with the state and federal government for administering state and federal assistance.

Generally, the termination of the local declaration of emergency and/or the closing of the EOC will signal the formal transition to the recovery phase. The Director of Emergency Management may designate a coordinating agency for recovery and/or appoint a Recovery Coordinator to oversee recovery operations.

The formal transition from response to recovery and the transfer of incident command will be announced to all departments and agencies using existing notification protocols and procedures.

IX. Recovery Operations

A. General:

Once the immediate threat to life and property has passed and appropriate response operations conducted, steps will be taken to ensure the rapid recovery of the affected communities. Recovery operations may begin concurrently with response operations or may represent a continuation of actions initiated during the response phase.

Recovery actions are implemented in an effort to recover a community from the effects of an emergency event. For Fairfax County, the recovery process will follow the National Disaster Recovery Framework (NDRF) which divides recovery into three phases: short-term, intermediate, and long-term. The Fairfax County Pre-Disaster Recovery Plan (PDRP) will provide the concept and coordination for this effort. It should be noted that the community may advance through the different recovery phases at one pace, while discrete recovery functions may advance at rates that differ from the community as a whole and from other recovery functions.

- Short-term recovery is initiated as soon as possible following the disaster, if not immediately. That is, it typically overlaps with emergency response, as well as with intermediate recovery. It consists of health and safety needs (beyond immediate rescue), the assessment of the scope of damages and needs, the restoration or interim provision of basic infrastructure, and the mobilization of recovery organizations and resources including restoring essential services.
- The intermediate recovery phase may begin within days of a catastrophic event, and may last weeks or months afterward, depending on the severity of the disaster. It therefore overlaps with short-term and long-term recovery. This phase involves returning individuals, families, critical infrastructure, and essential government or commercial services

to a functional – if not pre-disaster – state. Such activities are often characterized by temporary actions that provide a bridge to permanent measures.

- Long-term recovery is generally defined as “any activity designed to return life to normal or to an improved state.” Long-term recovery involves rebuilding or relocating damaged or destroyed social, economic, natural, and built environments and moves toward self-sufficiency, sustainability, and resilience to future disasters.
- The long-term recovery phase begins once the community is in a position to begin planning for permanent reconstruction and revitalization of the impacted area, and it may last for multiple years, even as other functions of the community return to normal. Some long-term recovery activities should begin almost immediately after an incident because policy and planning associated with long-term decision-making should be used to inform certain responses as well as short-term and intermediate-term actions.

This EOP addresses many aspects of short-term recovery. The PDRP, as a separate stand-alone plan, intends to supplement actions described in the EOP and situate them within a recovery context, because actions taken, and decisions made during response and short-term recovery should be expected to have significant implications for later recovery phases. Activation of the PDRP will take place during the transition from response to short-term recovery.

The PDRP, in conjunction with the Northern Virginia Regional Hazard Mitigation Plan, will incorporate appropriate mitigation actions and strategies for maximizing available state and federal assistance.

Fairfax County may be eligible to apply for reimbursement of disaster-related expenses either through the Commonwealth of Virginia or the federal government. It is critical that departments and agencies document disaster-related expenditures.

Availability of recovery assistance will depend upon whether Fairfax County is included in a state and/or federal emergency or disaster declaration. In the event there is no state or federal declaration, recovery assistance will include what is provided through county departments and agencies and various voluntary organizations. The county may open one or more SICs to provide social services, information, and referrals to affected residents. When a single SIC is established, it may also serve as the command location for the incident during recovery operations.

If the scope and complexity of the incident warrant establishing more than one SIC, the Fairfax County Recovery Center (if activated) or DEMS may serve as the primary point for coordination and support for those facilities along with the recovery operations.

In the event of a federal disaster or emergency declaration, federal and state officials will establish and co-locate at a Joint Field Office (JFO) that will serve as the hub for the coordination of disaster assistance and recovery programs throughout the Commonwealth for all declared jurisdictions. The Commonwealth of Virginia Emergency Operations Plan (CoVEOP) provides detailed information on recovery operations under federal declarations.

DEMS will be the primary point of coordination with VDEM on implementation and management of the recovery programs within Fairfax County. Other county departments and agencies will provide appropriate support as outlined in this plan.

The disaster recovery process may continue for an extended period depending upon the scope and magnitude of the incident and the complexity of the recovery process. The Director of Emergency Management may establish a Recovery and Restoration Task Force to serve as an advisory group on long-term recovery and restoration issues, policies, and activities.

Incident command will be transferred as response and short-term recovery operations are completed. The Director of Emergency Management will designate the Recovery Coordinator for recovery operations and establish command at an appropriate location depending upon the scope and magnitude of the incident. All departments and agencies with roles and responsibilities under the EOP will be notified and provided relevant contact information.

County departments and agencies will provide support to the Recovery Coordinator, Incident Commander, and EOCD as outlined in this EOP and the Fairfax County Pre-Disaster Recovery Plan.

B. Disaster Assistance Programs:

The types of disaster assistance will vary depending upon the level of emergency and/or disaster declarations. Disaster assistance programs are designed to meet the needs of four distinct groups: individuals and families, businesses, governments, and nonprofit organizations.

- Individuals may receive loans or grants for real and personal property, dental, funeral, medical, transportation, unemployment, sheltering, and rental assistance depending upon the extent of the damage. The State Recovery Task Force program assists the local government to ensure that needed assistance is provided to disaster survivors.
- The U.S. Small Business Administration (SBA) provides loans to many types of businesses and can provide assistance with both physical and economic losses as the result of a disaster of emergency.
- Funds and grants are available to government and certain nonprofit organizations to repair, reconstruct, and mitigate the risk of future

damage. The Commonwealth Emergency Relief for Localities program is designed to assist local governments that suffer uninsured damages to public property.

- Under a Presidential Major Disaster Declaration, individuals, businesses, and the county may be eligible for a variety of disaster assistance programs.
- Assistance for individuals and families is also provided by a wide variety of voluntary relief organizations including, among others, the American Red Cross and the Salvation Army.

C. FEMA Public Assistance Program:

- The FEMA public assistance program requires a local emergency declaration, a state of emergency proclamation, and a federal declaration of a major disaster that specifically authorizes public assistance for Fairfax County.
- This program provides public assistance to state agencies, local governments, political subdivisions of local governments, and certain private nonprofit organizations.
- This assistance can cover debris removal and/or emergency protective measures taken during the response phase as well as repair and restoration of damaged facilities. It also includes certain mitigation actions.
- The FEMA public assistance program consists of two types of work: emergency and permanent. Emergency work has two categories and permanent work has five as detailed in Tables 1.IX.1 and 1.IX.2 below:

Table 1.IX.1. Emergency Work

Category	Definition
A- Debris Removal	Provides for removal of debris and wreckage resulting from a major disaster or emergency. Eligible work includes debris removal from public roads and streets, including rights of way, other public property, and, in special cases, private property.
B- Emergency Protective Measures	Provides reimbursement for emergency protective measures to save lives, remove health and safety hazards, and protect property.

Table 1.IX.2. Permanent Work

Category	Definition
C- Road Systems	Roads, bridges, traffic controls, streets, and culverts
D- Water Control Facilities	Dikes, levees, dams, drainage channels, and irrigation systems
E - Public Buildings and Equipment	Public buildings, supplies or inventory, vehicle or other equipment, transportation systems, and higher education facilities
F- Public Utilities Systems	Stormwater drainage systems, sanitary, sewer, light, and power facilities
G- Other	Parks and recreational facilities

- The FEMA public assistance program is administered by VDEM. A grant

is provided to the Commonwealth and sub-grants are authorized to eligible applicants within the Commonwealth.

- The CoVEOP provides detailed information on the management of the public assistance program.

D. FEMA Individual Assistance Program:

- The basic purpose of the Individual Assistance Program is to serve individuals and families affected by the disaster. This program requires that a federal major disaster declaration is in effect and the individual assistance program authorized for the county.
- This program is jointly administered by VDEM and FEMA as outlined in Appendix 5 of the CoVEOP, Volume 2.
- This program is designed as a supplement to other assistance that may be available such as private insurance or disaster assistance loans offered through the U.S. Small Business Administration.
- Individual Assistance may be available to individuals and households and can be a grant, temporary housing (such as travel trailers), low interest loans, services (such as crisis counseling), and eligibility for programs not normally available unless there is a federal disaster declaration. Individuals register to receive federal disaster assistance by calling the FEMA toll-free registration number.
- Commonwealth and federal officials may establish one or more Disaster Recovery Centers (DRC) within a federally declared jurisdiction where one-on-one assistance can be provided to disaster survivors. DRCs are typically located in public buildings and provide for face-to-face interaction between disaster survivors and representatives from federal, state, and local government with resources to provide direct assistance and appropriate referrals. DEMS will coordinate support from the county necessary to establish and operate a DRC. Support agencies to Long-term Community Recovery-ESF 14 will provide assistance, as appropriate.

E. Unmet Needs:

- Unmet needs are any disaster-related losses experienced by the survivor that cannot be provided for by the programs available from the local jurisdiction, commonwealth, or federal agencies due to the survivor's ineligibility for such services or the goods or services. During the recovery phase, a collaborative effort is established between the government and the private nonprofit community to address the issue of unmet needs.

F. After-Action Review:

- After-action reviews are essential for identifying issues that impeded operations or innovative approaches that were introduced during the response and recovery that may be applicable to future incidents. For

issues to be addressed they need to be identified and documented.

- All departments and agencies will participate in the after-action review process and submit issues and recommended solutions to DEMS for review and consolidation. Coordinating ESF agencies will conduct after-action reviews with their cooperating agencies to identify ESF-specific issues or concerns that will be provided to DEMS for tracking through the corrective actions process.
- DEMS will provide guidelines and templates for agencies to use to identify issues or successes.
- In consultation with the Director of Emergency Management, DEMS may schedule and facilitate an after-action review to verify and document issues for further review and corrective action.
- DEMS will prepare and issue a formal after-action report for any incidents conducted under the EOP.

G. Corrective Actions:

- The after-action review process will be used to identify issues for corrective action. Corrective actions will be assigned to specific departments and agencies for review and resolution. DEMS will manage the corrective action program by documenting issues and tracking the status of resolution.
- Assigned departments and agencies are responsible for developing recommended solutions and timelines.
- Open actions will be reviewed quarterly.

X. Hazard Mitigation

A. General:

- The primary goal of mitigation is to reduce loss of life and property by lessening the impact of disasters. This is achieved through regulations, local ordinances, land use and building practices, and mitigation projects that reduce or eliminate long-term risk from hazards and their effects. Mitigation, by reducing the impacts of a disaster, will also lessen the demand for resources in the event of another disaster.
- In the event of a federal declaration of a major disaster for the Commonwealth of Virginia, Fairfax County may be eligible to apply for hazard mitigation assistance under the federal Hazard Mitigation Grant Program (HMGP).
- The HMGP provides grants to state and local governments to implement long-term hazard mitigation measures after a major disaster declaration.

- Mitigation initiatives identified in the Northern Virginia Regional Hazard Mitigation Plan may be eligible for a HMGP grant.
- In addition, if Fairfax County is included in a federal major disaster declaration that includes public assistance, hazard mitigation funding may be available through the public assistance program under Section 406 of the Robert T. Stafford Act. Departments and agencies engaged in repair and restoration work should consider mitigation methods that will prevent or reduce damage in future incidents for potential funding as part of this program. The public assistance program is managed by VDEM.
- DEMS is responsible for coordinating county department and agencies participation in post-disaster hazard mitigation activities. Agencies involved in these activities will vary according to the specifics of each event.
- Eligible applicants include state agencies, local governments, and private nonprofit organizations which own or operate facilities providing essential government services.

B. Project Eligibility:

To be eligible for the HMGP, a project must:

- Conform to the State Hazard Mitigation Plan.
- Conform to environmental, historical, and economic justice issues.
- Provide a long-term solution.
- Demonstrate cost effectiveness.
- Comply with program regulations.
- Be consistent with overall mitigation strategies.

C. Hazard Mitigation Grant Program Process:

- The HMGP, when authorized under a federal disaster declaration, is managed by the State Hazard Mitigation Officer (SHMO).
- The SHMO, in coordination with other state departments and agencies, develops a mitigation strategy as an update to the State Hazard Mitigation Plan. The strategy identifies mitigation opportunities and establishes priorities for funding.
- The grant application process may be announced through press releases and applicant briefings scheduled by the SHMO.
- DEMS will contact all agencies for post-disaster mitigation activities and notify them of their role in these operations.

Section 2 – Appendices

Appendix A – EOC Organization Chart
Appendix B – Sample Formats and References
Appendix C – Succession of Authority
Appendix D – Glossary of Terms and Definitions
Appendix E – Acronyms

Section 3 – Support Annexes

Alert and Warning Annex
Commodities Points of Distribution
Damage Assessment
Donations Management
Fatality Management
Service Information Center
Shelter Plan
Volunteer Management

Section 4 – Emergency Support Functions

Title		Coordinating Agency
1	Transportation	Department of Transportation
2	Communications	Department of Information Technology
3	Public Works & Engineering	Department of Public Works and Environmental Services
4	Firefighting	Fire and Rescue Department
5	Emergency Management	Department of Emergency Management and Security
6	Mass Care, Emergency Assistance, Housing, and Human Services	Department of Family Services
7	Logistics Management & Resource Support	Department of Procurement and Material Management
8	Public Health and Medical Services	Health Department
9	Search and Rescue	Fire and Rescue Department, Police Department
10	Oil and Hazardous Materials Response	Fire and Rescue Department
11	Agriculture and Natural Resources	Department of Emergency Management and Security, Virginia Department of Agriculture and Consumer Services
12	Energy and Infrastructure	Department of Public Works and Environmental Services
13	Public Safety and Security	Police Department
14	Long-Term Community Recovery	Department of Emergency Management and Security
15	External Affairs	Office of Public Affairs

ESF 1

Transportation

COORDINATING AGENCY: *Department of Transportation*

Coordinating Agency	Department of Transportation (DOT)
Cooperating Agencies	Department of Neighborhood and Community Services (NCS)
	Department of Vehicle Services (DVS)
	Fairfax County Public Schools (FCPS)
	Fire and Rescue Department (FRD)
	Virginia Department of Transportation (VDOT)
	Virginia Railway Express (VRE)
	Washington Metropolitan Area Transit Authority (WMATA)

I. MISSION STATEMENT

Manage all emergency transportation resources for the response to and recovery from any disaster or emergency within Fairfax County including coordination of transportation resources in support of evacuations.

II. SCOPE AND POLICIES

- All emergency response and recovery operations conducted under ESF 1 will be in accordance with the National Incident Management System (NIMS).
- As directed through the Emergency Operations Center (EOC), ESF 1 assists local governmental entities and voluntary organizations requiring transportation support to perform response missions following a disaster or emergency.
- ESF 1, in coordination with regional transportation partners will collect, analyze, and distribute information on the impact and status of the transportation infrastructure.
- ESF 1 encompasses the full range of transportation services or resources that may be required to support emergency response operations; transport of critical supplies, equipment, and evacuations, including those residents with access and functional needs.

- ESF 1 will provide assistance and serve as the information coordination point for the restoration of the transportation infrastructure; however, Virginia Department of Transportation (VDOT) has the lead role in restoration.

III. CONCEPT OF OPERATIONS

1. The DEMS Duty Officer monitors incidents and threats to the county and will notify the coordinating agency of incidents impacting or potentially impacting the transportation systems and infrastructure. The coordinating agency will contact cooperating agencies and organizations as necessary to collect additional information.
2. As an incident or threat escalates, the coordinating agency will issue notifications to cooperating agencies and agency emergency personnel in accordance with internally established protocols and checklists.
3. Upon activation of the EOC, the coordinating agency will provide representation to the EOC to coordinate transportation requirements and issues.
4. Once the EOC is activated, all requests for transportation support by other county departments and agencies will be submitted to the EOC for coordination, validation, and/or action.
5. ESF 1 will monitor the status of the county transportation systems and infrastructure in coordination with regional transportation organizations and provide updates to EOC Command as requested.
6. ESF 1 will provide technical assistance to the EOC in determining the most viable transportation networks to, from, and within the disaster area, as well as alternate means to move resources within the area affected by the disaster.
7. ESF 1 will provide transportation services based upon the priorities established by the EOC Senior Policy Group and may task cooperating agencies to provide available assets in order to meet operational requirements. As necessary, private sector resources may be acquired to augment the county resources, as appropriate.
8. ESF 1 operations will continue at the EOC until the local emergency declaration is terminated or as otherwise directed.
9. The coordinating agency will actively engage the ESF cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.

10. ESF 1 will work with the cooperating agencies to complete after action reviews and participate in Fairfax County's Corrective Action Program (FC-CAP) to address documented areas of improvement.

IV. AGENCY ROLES AND RESPONSIBILITIES

Coordinating Agency – Department of Transportation

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Develop internal supporting plans and procedures. • Participate in sponsored training and exercises in support of ESF 1. • Provide support for evacuation planning. • Develop and maintain internal inventory of assets. • Develop and maintain internal notification rosters. • Coordinate resolution of ESF 1 after-action issues. • Participate in emergency preparedness planning and exercises as appropriate with designated cooperating support agencies. • Ensure cooperating agencies are aware of coordinating agency's training opportunities.
Response	<ul style="list-style-type: none"> • Collect, analyze, and distribute information on the status of the county's transportation infrastructure. • Provide a liaison with the VDOT and other regional transportation organizations, as necessary. • Manage transportation services to support emergency operations. • Provide support and technical assistance to evacuations. • Assist the EOC Logistics Coordination Section with mutual aid requests for transportation services and assets. • Coordinate the provision of transportation to residents with access and functional needs during evacuations, as needed. • Maintain public transportation services to the extent possible.
Recovery	<ul style="list-style-type: none"> • Manage transportation services. • Maintain public transportation services, as feasible. • Maintain liaison with VDOT. • Support return of evacuees and others displaced.

	<ul style="list-style-type: none"> • Conduct ESF 1 after-action review as necessary.
Mitigation	<ul style="list-style-type: none"> • As appropriate, identify opportunities to mitigate the impacts of future incidents.

Cooperating Agency – Department of Neighborhood and Community Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations.
Response	<ul style="list-style-type: none"> • Provide available transportation assets (Human Services Transportation) for evacuations (including persons with access and functional needs) or for movement of county personnel and resources in support of emergency operations.
Recovery	<ul style="list-style-type: none"> • Provide available transportation assets (Human Services Transportation). • Refer to Concept of Operations for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations.

Cooperating Agency – Department of Vehicle Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Maintain agency internal notification roster. • Maintain inventory of internal agency resources. • Develop supporting plans and procedures.
Response	<ul style="list-style-type: none"> • Provide fuel for emergency services. • Prioritize release of fuel and petroleum products in coordination with the coordinating agency. • Coordinate acquisition of alternate fuel supplies. • Provide site access, fuel, and maintenance support for emergency transportation. • Manage allocation of fuel resources to county assets.
Recovery	<ul style="list-style-type: none"> • Provide site access, fuel, and maintenance support for recovery operations. • Refer to Concept of Operations for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> • As appropriate, identify opportunities to mitigate the impact of future incidents.

Cooperating Agency – Fairfax County Public Schools

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Maintain agency internal notification roster. • Maintain inventory of agency resources.

	<ul style="list-style-type: none"> • Train agency staff for emergency assignments. • Develop supporting plans and procedures.
Response	<ul style="list-style-type: none"> • Provide available transportation assets to meet emergency operational requirements and evacuations.
Recovery	<ul style="list-style-type: none"> • Provide available transportation assets to support recovery activities. • Refer to Concept of Operations for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> • As appropriate, identify opportunities to mitigate the impacts of future incidents.

Cooperating Agency – Fire and Rescue Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Maintain internal agency notification roster. • Maintain inventory of internal agency resources. • Train agency staff for emergency assignments. • Develop supporting plans and procedures.
Response	<ul style="list-style-type: none"> • Provide transportation assets to support evacuations of persons with medical needs. • Provide available transportation assets to support Human Services Transportation operations when they are unavailable.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> • As appropriate, identify opportunities to mitigate the impact of future incidents.

Cooperating Agency – Virginia Department of Transportation

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Maintain internal agency notification roster. • Maintain inventory of internal agency resources. • Train agency staff for emergency assignments. • Develop supporting plans and procedures.
Response	<ul style="list-style-type: none"> • Provide representative to the EOC, if available. • Provide technical assistance in determining the most viable transportation networks to, from, and within the disaster area. • Assess damages and repair/restore the highway infrastructure. • Provide Fairfax County DOT information on the highway infrastructure as it impacts Fairfax County and associated ingress and egress routes.

Recovery	<ul style="list-style-type: none">• Refer to Concept of Operations for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none">• As appropriate, identify opportunities to mitigate the impact of future incidents.

ESF 2

Communications

COORDINATING AGENCY: *Department of Information Technology*

Coordinating Agency	Department of Information Technology (DIT)
Cooperating Agencies	Amateur Radio: ARES/RACES
	Department of Cable and Consumer Services (DCCS)
	Department of Emergency Management and Security (DEMS)
	Department of Public Safety Communications (DPSC)
	Facilities Management Department (FMD)
	Fairfax County Public Schools (FCPS)
	Fairfax County Sheriff's Office (FCSO)
	Fire and Rescue Department (FRD) & FRD Regional Cache
	Police Department (PD)

I. MISSION STATEMENT

Provide communications and information technology capabilities and resources supporting response and recovery from emergency and disaster events and Emergency Operations Center (EOC) activation. Provide technical leadership in the assessment and restoration of the county's telecommunications and IT systems infrastructure, and advisory assistance in the restoration of the public telecommunications infrastructure.

II. SCOPE AND POLICIES

- All emergency response and recovery operations conducted under ESF 2 will be in accordance with the National Incident Management System (NIMS) and the Incident Command System (ICS).
- The Department of Information Technology (DIT), as the coordinating agency for ESF 2, will actively engage the ESF 2 cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.
- ESF 2 functions will encompass the full range of communications and information system services that may be required to support emergency response and recovery operations, and to provide timely information to the public including:

- Public Safety/Service Radio systems.
 - Wireless carrier services coordination and 'Push-to-Talk' radio functionality for county agencies and Fairfax County Public Schools (FCPS).
 - County Telecommunications systems including 9-1-1. Department of Public Works and Environmental Services (DPWES) handles their independent systems at Wastewater plant.
 - County enterprise network, including the fiber I-Net
 - County website support and Internet connectivity.
 - County Data Center and commercial back-up co-location.
 - Remote access.
 - Geographical Information System (GIS).
 - Mobile devices (including mobile/smartphones, tablets).
 - FOCUS tech support for county finance and HR system.
 - Core applications support for Police Department (PD), Fire and Rescue Department (FRD), Department of Public Safety Communications (DPSC), Fairfax County Sheriff's Office (FCSO); Health Department (HD), Fairfax-Falls Church Community Services Board (CSB), Department of Family Services (DFS), Facilities Management Department (FMD), PLUS, etc.
 - Programming support for inventory of County Building Automation Systems (BAS).
 - Cyber Security systems, infrastructure and access to county network-based systems.
- The coordinating agency will provide authority and governance protocols for access to enterprise communications and IT systems under the responsibility of DIT, associated resources, and data, including physical access to enterprise facilities that house associated assets and equipment.
 - Core communications and defined IT services must be operational 24 hours a day, 7 days a week. To ensure their operability, DIT will monitor these services at all times. DIT will maintain a Continuity of Operations Plan (COOP) for logistics and resources in the event of an IT emergency.
 - FCPS will provide IT equipment and communications for FCPS sites and personnel. DIT is responsible for the shared fiber network (I-Net) and will assist FCPS with IT and communications emergencies as they are able.
 - ESF 2 encompasses coordination and mitigation of cyber security events on county communications and information systems which is under the authority of the Chief Information Security Officer (CISO) and ISO office in DIT. ESF 2 will coordinate with Energy and Infrastructure –

ESF 12 organizations that operate utility systems on the county and commercial networks and provides subject matter expertise in recovery from cyber-attacks that may disrupt operations (such as SCADA) – core agencies include FMD, DOT, DPWES, etc.

- ESF 2 will coordinate logistics for county facility technology services restoration such as BAS fire alarms, security cameras, and access control systems.
- ESF 2 will maintain a list of IT and communications vendors and commercial services providers to support and augment resources during major emergencies.
- ESF 2 will coordinate with regional partners to maintain communications, GIS, CAD and IAMS systems interoperability for response and recovery capabilities.
- IT and communications equipment and infrastructure are highly reliant on electrical power and commercial telecom providers' utilities. ESF 2 will coordinate with ESF 12 for restoration of interrupted utilities and those restoration activities required for county communications and information systems.
- In support of EOC activations ESF 2 will respond to the EOC for partial and full activations and perform the following functions:
 - Support the EOC as required to activate and maintain communications and IT capability for emergency management operations.
 - As requested, staff the Communications Unit Leader, Information Technology Unit Leader, A/V Technical Specialist and ARES Technical Specialist.
 - As an emergency escalates, collect, analyze, and follow established protocols and checklists to distribute information on the impact and status of the telecommunications and IT systems infrastructure to cooperating agencies, agency emergency and/or functional support personnel and to ESF 5 for inclusion in the Situation Report.
 - Support the Emergency Data Gathering and Reporting system (EDGR).
 - Work to ensure that radios, telephones, related IT resources, network capability, and communications capability essential to emergency services are maintained and operational.

- Facilitate the provision of available communications and IT enterprise staff and/or contract resources, technical assets, and IT capabilities needed to support emergency operations.
- Support the activation and setup of temporary emergency facilities managed directly by Fairfax County for communications and IT requirements and coordinate with FCPS for such set-up at FCPS facilities.
- Serve as the coordination point for the restoration of the communications and IT infrastructure, and support county agencies with the restoration and reconstruction of agency-based telecommunications equipment, and IT systems in accordance with the DIT Disaster Recovery Plan and approved DIT and agency COOP plans.
- Provide technical consultation and expertise to all ESFs, supporting county agencies and departments, and regional partners.

III. CONCEPT OF OPERATIONS

1. The coordinating agency will engage cooperating agencies requiring supplemental communications, and issue notifications to cooperating agencies and agency emergency and/or functional support personnel in accordance with established protocols and checklists.
2. Upon activation of the EOC, the coordinating agency will provide representation to coordinate communications and IT systems requirements and issues.
3. ESF 2 will monitor the status of the communications and IT systems and associated infrastructure and provide updates to the Director of DIT, Deputy Director, Infrastructure Director, Communications Systems Director, IT Security Director, Deputy County Executive, ESF 2 cooperating agencies, ESF 5, and the Senior Policy Group/Emergency Management Committee as appropriate.
4. All requests for communication support will be submitted to the EOC for coordination, validation, and/or action, however normal protocols will remain for communications with communications coordinators/bureaus in public safety agencies for support affecting communication system troubles and service restoration not related to the emergency event. Normal communications operations supporting public safety incident response will not be unduly affected.
5. In the event of a large-scale disaster, ESF 2 will prioritize restoration of county services based upon the priorities and incident objectives

established by the Director of Emergency Management and the Senior Policy Group at the EOC. DIT will automatically commence appropriate response to “all” system down events.

6. The coordinating agency will request cooperating agencies to provide assets in order to meet operational requirements. If necessary, mutual aid and/or private sector resources will be acquired to augment the county resources through the Logistics Coordination Section at the EOC.
7. The coordinating agency will actively engage the ESF cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.
8. All ESF 2 agencies will develop and maintain supporting plans and procedures, as necessary, as well as an internal notification roster and inventory of assets.
9. All agencies in ESF 2 will ensure their staff are trained to fulfill their emergency assignments as required.
10. ESF 2 will work with the cooperating agencies to complete after action reviews and participate in Fairfax County’s Corrective Action Program (FC-CAP) to address documented areas of improvement.
11. All agencies in ESF 2 will, as appropriate, identify opportunities to mitigate the impact of future incidents.

IV. AGENCY ROLES AND RESPONSIBILITIES

Coordinating Agency – Department of Information Technology

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Identify critical services and systems. • Develop supporting plans and procedures for emergency operations. • Ensure sustained operability of public safety communications and critical emergency IT systems. • Ensure appropriate interoperability of public safety communications and IT assets. • Conduct ESF 2 training and exercises. • Provide cyber security and access controls to county information systems. • Develop and maintain inventory of communications and IT assets including auxiliary radio equipment.

Phase	Roles and Responsibilities
	<ul style="list-style-type: none"> • Develop and maintain notification rosters for ESF coordinating and cooperating agencies. • Provide for protection of data/electronic records in data center. • Maintain backup emergency communications. • Conduct planning with cooperating agencies. • Work with vendors on a regular basis to obtain escalation procedures and contact information.
Response	<ul style="list-style-type: none"> • Ensure data retrieval and restoration in enterprise data stores. • Provide communication and IT services for emergency response operations. • Provide technical assistance to the EOC and cooperating agencies. • Assess communications and IT infrastructure; establish and activate restoration priorities. • Establish authority and protocols for access to facilities that house IT and communications infrastructure, and equipment. • Maintain DIT critical services and systems. • Manage public safety/service radio systems, telephone systems, and networks. • Assist with allocation of emergency portable communications and IT equipment as needed. • Engage commercial communications providers to prioritize service restoration areas based on severity, impact and EOC prioritization. • Assess and establish appropriate authority and protocols to grant or deny access to Fairfax County enterprise facilities that house communications resources, infrastructure, and equipment.
Recovery	<ul style="list-style-type: none"> • Lead recovery operations for enterprise communications and IT systems; assist agencies with recovery for non-DIT supported systems. • Provide support for cooperating agencies' based systems recovery process. • Conduct after-action review.
Mitigation	<ul style="list-style-type: none"> • Identify opportunities to mitigate the impact of future incidents on IT systems.

Cooperating Agency - Amateur Radio: ARES

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).

Response	<ul style="list-style-type: none"> • Coordinate response activities through the Department of Emergency Management and Security (DEMS) and the Logistics Coordination Section of the EOC. • Provide support in maintaining communications with shelters and other emergency facilities. • Provide assistance in conducting emergency notifications. • Provide supplemental weather information by monitoring National Weather Service (NWS) activities when active.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Department of Cable and Consumer Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9). • Coordinate A/V systems support as appropriate.
Response	<ul style="list-style-type: none"> • Ensure the operation of the local emergency message system. • Provide the EOC capability to transmit video over the Fairfax County Training Network. • Provide technical assistance for video-teleconferencing and broadcasting. • Coordinate with service providers to monitor status of services.
Recovery	<ul style="list-style-type: none"> • Ensure the operation of the local emergency message system. • Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Department of Emergency Management and Security

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9). • Coordinate A/V systems support as appropriate.
Response	<ul style="list-style-type: none"> • Coordinate A/V systems support as appropriate.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10).

Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).
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Cooperating Agency – Department of Public Safety Communications

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9). • Coordinate with public safety agencies for regional CAD-CAD app.
Response	<ul style="list-style-type: none"> • Provide communications capabilities/assets. • Monitor and make notifications regarding the status of DPSC specific primary and backup communications equipment.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10). • Provide communications capabilities/assets. • Manage DPSC specific primary and backup communications equipment.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Facilities Management Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9). • Coordinate with DIT on BAS systems support protocols.
Response	<ul style="list-style-type: none"> • Maintain Board of Supervisor (BOS) owned and FMD maintained facilities and systems critical to IT and communications infrastructure including HVAC and back-up power generation equipment.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10). • Provide support for BOS owned and FMD maintained county facilities critical to the recovery of IT and communications infrastructure.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency - Fairfax County Public Schools

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9). • Coordinate with DIT for I-Net site status and access protocols.

Response	<ul style="list-style-type: none"> • Assess the FCPS communications and IT infrastructure, establish and activate restoration priorities. • Assess and establish appropriate authority and protocols to grant or deny access to FCPS enterprise facilities that house communications resources, infrastructure, and equipment. • Maintain FCPS DIT critical services and systems.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10). • Lead recovery operations for FCPS enterprise communications and IT systems. • Provide support for FCPS systems recovery process. • Coordinate with DIT for I-Net service infrastructure restoration.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Fairfax County Sheriff's Office

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9). • Maintain roster and MOU partner for Courthouse technology support.
Response	<ul style="list-style-type: none"> • Assess and establish appropriate authority and protocols to grant or deny access to Fairfax County Courthouse Complex enterprise facilities that house communications resources, infrastructure, and equipment.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10). • Provide access control for the county's Courthouse Complex facilities critical to the recovery of IT and communications infrastructure.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Fire and Rescue Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9). • Maintain the National Capital Region (NCR) radio cache. • Coordinate priorities for regional CAD-to-CAD and develop COOP plan for FRD CAD-CAD app.

Response	<ul style="list-style-type: none"> • Provide communications support. • As requested, maintain and distribute NCR radio cache equipment with regional team members. • Provide technical and tactical assistance. • Coordinate with DIT communications contacts.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10). • Provide communications support. • Collect NCR radio cache equipment and refurbish as necessary.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Police Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9). • Provide DIT with POCs for communications, IT, and tactical systems support.
Response	<ul style="list-style-type: none"> • Provide communications support. • Assist in the distribution of NCR radio cache. • Provide technical and tactical assistance.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10). • Provide communications and essential IT systems support.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

V. SUPPORTING PLANS AND PROCEDURES

1. Fairfax County IT Disaster Recovery Plan (DIT)
2. FRD Radio Cache Procedures (FRD)
3. Communications Manual (FRD)
4. Fairfax County IT Security Policy (DIT)

ESF 3

Public Works and Engineering

COORDINATING AGENCY: *Department of Public Works and Environmental Services*

Coordinating Agency	Department of Public Works and Environmental Services (DPWES)
Cooperating Agencies	Department of Code Compliance (DCC)
	Department of Planning and Development (DPD)
	Department of Tax Administration (DTA)
	Department of Transportation (DOT)
	Facilities Management Department (FMD)
	Fairfax County Park Authority (FCPA)
	Fairfax County Public Schools (FCPS)
	Fairfax County Sheriff's Office (FCSO)
	Fairfax County Water Authority (FCWA)
	Fire and Rescue Department (FRD)
	Health Department (HD)
	Land Development Services (LDS)
	Office of the County Attorney (OCA)
	Police Department (PD)
	Town of Herndon Public Works
	Town of Vienna Public Works
	Virginia Department of Transportation (VDOT)

I. MISSION STATEMENT

Provide essential public works and county-run utility services, including stormwater, wastewater, and solid waste during and following an emergency or disaster. Provide debris removal and damage assessment operations for private residential and commercial structures.

II. SCOPE AND POLICIES

- All emergency response and recovery operations conducted under ESF 3 will be in accordance with the National Incident Management System (NIMS).

- ESF 3 will collect, analyze, and distribute information on the impact to and status of critical infrastructure and systems, including wastewater collection and treatment, and stormwater.
- ESF 3 will facilitate the damage assessment process by evaluating damage to stormwater, wastewater, and solid waste systems and facilities, as well as commercial and residential structures. Damage assessment results will be provided to the Emergency Operations Center (EOC) through the Damage Assessment Group Supervisor representative.

III. CONCEPT OF OPERATIONS

1. The ESF 3 coordinating agency monitors incidents and threats to the county and maintains situational awareness on the county facilities and critical infrastructure.
2. As an incident or threat escalates, the coordinating agency will issue notifications to cooperating agencies and agency emergency personnel in accordance with established protocols and checklists.
3. Upon activation of the EOC, the coordinating agency will provide representation to facilitate action on requirements and issues.
4. All public works coordinating services requests will be submitted to the EOC for coordination, validation, and/or action in accordance with this Emergency Support Function.
5. Damage to all county owned and/or maintained facilities will be evaluated by their respective agencies, with assistance from cooperating agencies as requested, and information will be submitted to the EOC through the Infrastructure Branch Director and/or the ESF 3 coordinating agency.
6. Damage to private residential and commercial facilities will be evaluated by appropriate cooperating agencies and information will be submitted to the EOC through the Infrastructure Branch Director and/or the ESF 3 coordinating agency.
7. The Director of the Department of Public Works and Environmental Services (DPWES) will designate a Debris Removal Coordinator who will be responsible for deploying all county and contracted private debris removal resources in coordination with the Virginia Department of Transportation (VDOT) and affected public utilities efforts in order to

maximize debris removal. This position is specific to DPWES, and not part of the Incident Command System (ICS).

8. Operations will continue at the EOC until the local emergency declaration is terminated or as otherwise directed. Department Operations Centers (DOC) may continue to operate post deactivation of the EOC.
9. The coordinating agency will actively engage the ESF cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.
10. All ESF 3 agencies will develop and maintain supporting plans and procedures, as necessary, as well as an internal notification roster and inventory of assets.
11. All agencies in ESF 3 will ensure their staff are trained to fulfill their emergency assignments as required.
12. ESF 3 will work with the cooperating agencies to complete after action reviews and participate in Fairfax County's Corrective Action Program (FC-CAP) to address documented areas of improvement.
13. All agencies in ESF 3 will, as appropriate, identify opportunities to mitigate the impact of future incidents.

IV. AGENCY ROLES AND RESPONSIBILITIES

Coordinating Agency – Department of Public Works and Environmental Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Develop supporting plans and procedures. • Develop and maintain inventory of internal assets. • Develop and maintain notification rosters. • Maintain plans and procedures for damage assessment, debris management, snow removal, and flood response. • Manage resolution of ESF 3 after-action issues. • Conduct planning in coordination with cooperating agencies.
Response	<ul style="list-style-type: none"> • Implement debris management plan and coordinate debris removal operations. • Ensure normal wastewater and refuse collection services.

	<ul style="list-style-type: none"> • Coordinate emergency structural repairs to critical DPWES facilities. • Conduct damage assessment and mitigation on county wastewater collection and treatment infrastructure, solid waste infrastructure, and county drainage and impoundment systems. • Monitor Board of Supervisor (BOS) owned state regulated dams, levees, stormwater pump-stations, and tide gates during storm events. • Manage snow operations for designated county facilities. • Assist with mutual aid requests for engineering, construction resources, and debris removal. • Provide available heavy construction equipment, trucks, operators, and construction supplies. • Provide damage assessment information related to critical DPWES infrastructure and operations facilities. • Conduct damage assessment for county urban forestry systems.
Recovery	<ul style="list-style-type: none"> • Implement (or continue) debris management plan and coordinate debris removal operations. • Conduct after-action review.
Mitigation	<ul style="list-style-type: none"> • Provide input to the Northern Virginia Regional Hazard Mitigation Plan. • Maintain the Community Rating System (CRS) coordinator position. • Assess flood risk for communities in the county and implement appropriate mitigation projects as resources allow. • Make recommendations for mitigating codes or ordinances where applicable. • Conduct mitigation efforts of county urban forestry systems.

Cooperating Agency – Department of Code Compliance

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> • Assist with damage assessments and repair/restore highway infrastructures. • Primary resource for assistance with damage assessment, as requested.

Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12). • Provide technical assistance in documentation of damages.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13). • Administer and enforce existing codes and ordinances, as applicable.

Cooperating Agency – Department of Planning and Development

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> • None
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12). • Expedite building permit issuance process and the review and approval of site-related construction plans submitted for demolition, rebuilding, or restoration of residential and commercial buildings. • Provide technical assistance in documentation of damages.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13). • Provide input to the Northern Virginia Regional Hazard Mitigation Plan.

Cooperating Agency – Department of Tax Administration

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> • Support damage assessment by providing information on housing values.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12). • Support damage assessment by providing information on housing values.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13).

Cooperating Agency – Department of Transportation

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> Assist with damage assessments and repair/restoration of county-owned/maintained roadway infrastructures. Provide engineering support. Provide transportation to and from emergency.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (12). Provide engineering support. Assist with damage assessments and repair/restoration of county-owned/maintained roadway infrastructures.
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (13).

Cooperating Agency – Facilities Management Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> Provide initial damage assessment for BOS owned and FMD maintained and operated facilities. Coordinate emergency repairs to BOS owned and FMD maintained and operated facilities. In coordination with the Office of the County Attorney and county leadership, assist with identification and acquisition of potential leased facilities, as needed.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (12).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (13). Provide input for the Northern Virginia Regional Hazard Mitigation Plan.

Cooperating Agency – Fairfax County Park Authority

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> Perform damage assessment to county parks and facilities.

	<ul style="list-style-type: none"> • Assist with debris and snow removal operations by providing temporary storage sites. • Provide resources in vehicles and heavy equipment. • Perform monitoring of park-owned dams and lakes.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12). • Assist with debris removal. • Provide on-site support center for recovery operations, if appropriate and if a suitable facility is available.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13).

Cooperating Agency – Fairfax County Public Schools

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> • Provide damage assessment to schools and other agency facilities.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13).

Cooperating Agency – Fairfax County Sheriff's Office

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> • Provide security and traffic control, as requested.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13).

Cooperating Agency – Fairfax County Water Authority

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> • Ensure drinking water supply. • Conduct damage assessment of Fairfax County Water Authority (FCWA) water supply and control facilities.

	<ul style="list-style-type: none"> • Manage restoration of FCWA water distribution systems. • Assist with debris removal, as appropriate. • Assist with emergency water supply distribution.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12). • Assist with debris removal. • Restore FCWA water supply and distribution systems.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13).

Cooperating Agency – Fire and Rescue Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> • Provide support to damage assessment by conducting rapid assessment/windshield surveys. • Conduct initial structural inspections/evaluations of privately-owned residential and commercial buildings and structures. • Provide oversight for hazardous and toxic waste removal and disposal. • Provide support for flood related evacuations.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13).

Cooperating Agency – Health Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> • Provide expertise on health hazards in the affected area.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12). • Provide technical assistance in regards to environmental health hazards.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13).

Cooperating Agency – Land Development Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11). • Maintain building permit, plan review, and inspection property records.
Response	<ul style="list-style-type: none"> • Assist as requested with the structural evaluation of buildings and structures, except for collapsed structures where Fire and Rescue has the primary responsibility. • Coordinate structural inspections/evaluations of privately-owned residential and commercial buildings and structures, as requested. • Provide damage assessment for privately-owned residential and commercial buildings and structures. • Conduct damage assessment for county urban forestry systems.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12). • As necessary, expedite the building permit, plan review and inspection process for repair or demolition of damaged structures. • Update building permit, plan review, and inspection property records with regard to impacted structures. • Provide damage assessment reports, and certifications as required by FEMA. • Assist (or continues assisting) as requested with the structural evaluation of buildings and structures, except for collapsed structures where Fire and Rescue has the primary responsibility. • Coordinate the provision of damage assessment reports, and certifications as required by FEMA.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13). • Ensure building code enforcement. • Administer and enforce existing codes and ordinances, as applicable. • Review plans for compliance with FEMA floodplain standards. • Conduct mitigation efforts of county urban forestry systems.

	<ul style="list-style-type: none"> • Administer and enforce existing codes and ordinances, as applicable. • As necessary, coordinate the expedition of building permit, plan review and inspection process for repair or demolition of damaged structures.
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Cooperating Agency – Office of the County Attorney

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> • Provide legal clearances. • Provide legal interpretation and opinions. • Review and negotiate contracts and leasing agreements, as necessary.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12). • Prepare legal clearances.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13).

Cooperating Agency – Police Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> • Provide traffic management in support of ESF 3 operations. • Provide site access control and security. • Assist in entry to and/or condemnation of premises.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13).

Cooperating Agency – Town of Herndon Public Works

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> • Provide resources in debris removal operations. • Provide resources in wastewater and refuse collection services. • Provide resources in damage assessment operations.

	<ul style="list-style-type: none"> • Provide resources in snow and ice removal operations. • Provide available heavy construction equipment, trucks, operators, and construction supplies.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12). • Provide resources in debris removal operations. • Provide resources in damage assessment operations.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13).

Cooperating Agency – Town of Vienna Public Works

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> • Provide resources in debris removal operations. • Provide resources in wastewater and refuse collection services. • Provide resources in damage assessment operations. • Provide resources in snow and ice removal operations. • Provide available heavy construction equipment, trucks, operators, and construction supplies.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12). • Provide resources in debris removal operations. • Provide resources in damage assessment operations.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13).

Cooperating Agency – Virginia Department of Transportation

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (10 & 11).
Response	<ul style="list-style-type: none"> • Assess damages and repair/restore the highway infrastructures. • Manage emergency debris removal and snow removal from public roadways and commuter parking lots. • Provide for traffic management.

Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (12). • Manage restoration of the highway infrastructure. • Provide expedited permitting for repair work to be performed in right of way.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (13).

V. SUPPORTING PLANS AND PROCEDURES

1. Fairfax County Land Development Services Damage Assessment Operations Manual
2. Fairfax County Debris Management Plan, March 2014
3. Department of Public Works and Environmental Services Emergency Roles and Resources Manual, September 2014
4. Fire and Rescue Department Rapid Assessment Windshield Survey, May 2015
5. Huntington Flood Response Plan, July 2021
6. Belle View Flood Response Plan, September 2022
7. Northern Virginia Regional Hazard Mitigation Plan, 2023
8. State Regulated Dam Emergency Action Plans (EAPs)
9. Department of Public Works and Environmental Services Snow Removal Plan
10. Fairfax County Park Authority Snow Plan

ESF 4

Firefighting

COORDINATING AGENCY: *Fire and Rescue Department*

Coordinating Agency	Fire and Rescue Department (FRD)
Cooperating Agency	Department of Public Safety Communications (DPSC)
	Department of Public Works and Environmental Services (DPWES)
	Health Department (HD)
	Land Development Services (LDS)
	Police Department (PD)

I. MISSION STATEMENT

Detect and suppress fires that are the result of a disaster or fires that could become a disaster as well as coordinating and performing fire prevention and investigation services.

II. SCOPE AND POLICIES

- All emergency response and recovery operations conducted under ESF 4 will be in accordance with the National Incident Management System (NIMS) and the Incident Command System (ICS).
- ESF 4 will establish a unified command structure in order to coordinate the activities of all cooperating agencies.
- ESF 4 encompasses the coordination of county fire and rescue resources during disasters and other large-scale emergencies. ESF 4 will coordinate incoming automatic mutual aid resources in support of fire and rescue operations. Statewide mutual aid or other outside resources, beyond the existing automatic or standing mutual aid agreements already in place will be requested through the Logistics Coordination Section at the Emergency Operations Center (EOC).
- ESF 4 will establish and manage staging areas and logistical support bases for arriving mutual aid resources in coordination with all first response agencies.
- ESF 4 will maintain documentation for financial reimbursement in accordance with Federal Emergency Management (FEMA) Standards.

III. CONCEPT OF OPERATIONS

1. The coordinating agency monitors incidents on a continuous basis and routinely responds to incidents and emergencies. Most incidents will be managed by the on-scene incident commander (IC) who establishes the on-scene incident command post (ICP).
2. As an incident or threat escalates or the initial event has resulted in multiple emergencies, coordinating and cooperating agencies may activate their Department Operations Centers (DOC).
3. The primary function of the DOC will be to monitor the situation and ensure that resource continuity of field operations (outside of the incident) and service to the community are maintained. DOCs will report to their respective agencies at the EOC.
4. The ICP will include an incident command structure as appropriate for managing operations. An Incident Action Plan (IAP) will be developed for each operational period. The ICP will provide situational briefings to the DOC and to the EOC if activated.
5. In incidents with multi-agency and/or multi-jurisdictional involvement, a unified command will be established.
6. When a central incident command post is established for multiple related incidents, the incident will be managed as an incident complex, the on-scene incident commanders will become Branch Directors under the central ICP.
7. In the event the size, scope, or complexity of the incident exceeds the capability of the incident complex organization the ICP may be reorganized and staffed to serve as an Area Command.
8. Upon activation of the EOC, the coordinating agency will provide representation in the Fire and Rescue Group Supervisor position in the EOC to address strategic level firefighting and fire suppression requirements and issues.
9. The Fire and Rescue Group Supervisor in the EOC will coordinate ICP requests for support from other county, state, federal, and/or contractor resources through the Logistics Coordination Section in the EOC.
10. The Fire and Rescue Group Supervisor at the EOC may provide briefings to the senior policy group on incidents operations and agency activities and issues.

11. The coordinating agency will actively engage the ESF cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.
12. All ESF 4 agencies will develop and maintain supporting plans and procedures, as necessary, as well as an internal notification roster and inventory of assets.
13. All agencies in ESF 4 will ensure their staff are trained to fulfill their emergency assignments as required.
14. ESF 4 will work with the cooperating agencies to complete after action reviews and participate in Fairfax County's Corrective Action Program (FC-CAP) to address documented areas of improvement.
15. All agencies in ESF 4 will, as appropriate, identify opportunities to mitigate the impact of future incidents.

IV. AGENCY ROLES AND RESPONSIBILITIES

Coordinating Agency – Fire and Rescue Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Ensure protection of vital records. • Conduct planning with designated cooperating agencies.
Response	<ul style="list-style-type: none"> • Provide firefighting and fire suppression services. • Request and manage mutual aid for fire and rescue operations. • Coordinate and perform search and rescue operations. • Coordinate and assist in evacuation operations. • Coordinate and perform fire prevention and investigation services. • Coordinate and establish an on-scene Incident Command Post and other incident command activities.
Recovery	<ul style="list-style-type: none"> • Submit requests for the removal of debris from fire sites.
Mitigation	<ul style="list-style-type: none"> • Identify opportunities to mitigate the impact of future incidents.

Cooperating Agency – Department of Public Safety Communications

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).

	<ul style="list-style-type: none"> • Maintain internal and external agency notification roster.
Response	<ul style="list-style-type: none"> • Provide emergency communications capabilities/assets. • Manage primary and backup communications equipment.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14). • Provide emergency communications capabilities/assets. • Manage primary and backup communications emergency equipment.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Department of Public Works and Environmental Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> • Provide available heavy equipment and associated personnel as requested.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Health Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> • Conduct environment health assessments. • Provide assistance in developing public information related to the incident.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Land Development Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> • Provide structural evaluation of residential and commercial buildings.

Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14). • Conduct structural evaluation and assessment of residential and commercial buildings.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Police Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> • Traffic control and management. • Crowd control and site security. • Assist with evacuations.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

V. SUPPORTING PLANS AND PROCEDURES

Northern Virginia Regional Firefighting and Emergency Operations Manuals:

1. Command Officer Operations, May 2020
2. Single Family Dwellings Manual, June 2013
3. Fires in Residential and Commercial Townhouse and Rowhouse Manual, September 2022
4. Strip Shopping Center Fires Manual, April 2022
5. Garden-type Apartment Fires, January 2013
6. High-Rise Building Fires Manual, September 2022
7. Rapid Intervention Team Command and Operational Manual, July 2021
8. Engine Company Operations, December 2013
9. Operating Procedures for Roadway Incidents, December 2021
10. Metrorail Emergencies Manual, May 2016
11. Elevator and Escalator Emergencies, September 2022
12. Response to Flammable Liquid Emergency Incidents Manual, April 2014
13. Inland Water Rescue and Emergencies, April 2019
14. Utility Emergencies, April 2014
15. Weapons of Mass Destruction, August 2016
16. High-Rise Building Fires (with Mid-rise addendum) Manual, September 2022
17. Railroad Emergency Response Manual, May 2008
18. Water Supply for Suburban and Rural Firefighting Manual, February 2021

19. Fairfax County DPWES Emergency Roles and Resources Manual, September 2014
20. Fairfax County Land Development Services Damage Assessment Operations Manual
21. Fairfax County Debris Management Plan, March 2014
22. Fairfax County Damage Assessment Annex, September 2013

ESF 5

Emergency Management

COORDINATING AGENCY: *Department of Emergency Management and Security*

Coordinating Agency	Department of Emergency Management and Security (DEMS)
Cooperating Agencies	Amateur Radio: ARES/RACES
	Department of Code Compliance (DCC)
	Department of Family Services (DFS)
	Department of Finance (Risk Management Division) (RMD)
	Department of Human Resources (DHR)
	Department of Information Technology (DIT)
	Department of Management and Budget (DMB)
	Department of Planning and Development (DPD)
	Department of Public Safety Communications (DPSC)
	Department of Public Works and Environmental Services (DPWES)
	Facilities Management Department (FMD)
	Fairfax County Sheriff's Office (FCSO)
	Fire and Rescue Department (FRD)
	Health Department (HD)
	Land Development Services (LDS)
	Office of the County Attorney (OCA)
	Office of Public Affairs (OPA)
	Police Department (PD)
	Virginia Department of Emergency Management (VDEM)
	Volunteer Fairfax (VF)

I. MISSION STATEMENT

Provide a comprehensive emergency management program through coordination and collaboration to reduce the impact of emergencies and disasters.

II. SCOPE AND POLICIES

- All emergency operations conducted under ESF 5 will be in accordance with the National Incident Management System (NIMS) and Incident Command System (ICS).
- ESF 5 is focused on providing coordination and support to departments, agencies, and supporting organizations engaged in emergency response operations. ESF 5 will provide relevant information to ESF 15 for use in informing the public. ESF 15 is responsible for releasing information to the public.
- ESF 5 is focused on supporting field operations during the response phase of an incident. As the situation stabilizes and transitions to recovery, ESF 14 and the Fairfax County Pre-Disaster Recovery Plan (PDRP) will be activated, if necessary.
- ESF 5 is responsible for:
 - Managing the Emergency Operations Center (EOC) and Alternate Emergency Operations Center (AEOC), including ensuring that the EOC and/or AEOC is adequately staffed to accomplish its mission.
 - Providing coordination and support to county agencies involved in emergency response or managing significant planned events.
 - Determining county resource needs and prioritization of critical resources based on the overarching needs of the county.
 - Providing technical assistance and support to the Senior Policy Group, Incident Commanders, and EOC Director in determining the need to establish facilities including, but not limited to shelters, reception centers, or other mass care facilities; developing and distributing protective action guidance; and recommending emergency declarations.
 - Collecting and analyzing emergency-related information and disseminating the information to stakeholders to provide situational awareness for decision making.
 - Serving as the primary point-of-contact with the Virginia Department of Emergency Management (VDEM) and the Commonwealth of Virginia Emergency Operations Center (VEOC).
 - Coordinating and managing all requests for Geographic Information Systems (GIS) support to emergency operations.

- Monitoring event impact on populations with access and functional needs and coordinating with partners to ensure emergency alerts, evacuation transportation, and sheltering activities are as inclusive as possible.
- Coordinating incident planning at the EOC and publishing the EOC Action Plan (EOC-AP) for each operational period. This process provides and tracks the completion of the objectives to be accomplished by the EOC for the upcoming operational period.
- Coordinating with activated Departmental Operations Centers (DOC) to ensure incident planning and objectives are aligned.
- Maintaining documentation of disaster activities and costs for accountability. Recovery funds may be made available for disaster related expenses to this plan and the PDRP.

III. CONCEPT OF OPERATIONS:

1. The Department of Emergency Management and Security (DEMS), as the coordinating agency, monitors incidents and threats to the county through the DEMS Duty Officer. As an incident or threat escalates, the DEMS Duty Officer will issue notifications and alerts in accordance with established protocols and checklists.
2. DEMS will augment the DEMS Duty Officer with additional staff if needed, by activating the EOC to a level (monitoring, partial, & full) that matches the need of the incident ensuring that timely information is collected and disseminated to key decision makers.
3. Depending upon the scope and magnitude of the incident, DEMS may deploy the DEMS Duty Officer or other EOC representatives to the incident scene to serve as a field observer reporting to the EOC.
4. The Coordinator of Emergency Management, in consultation with the Director of Emergency Management, will designate the level of activation.
5. Upon activation of the EOC, DEMS, as the coordinating agency, assumes responsibility for managing EOC operations.
6. ESF 5 ensures that VDEM is notified of any EOC activations, incident status updates, and EOC closings.
7. The EOC Director, in consultation with the Planning Coordination Section Chief (PCSC), will establish operational periods as the basis for

determining the planning process and situation reporting. The Planning Coordination Section (PCS) will prepare and distribute the EOC meeting schedule on a regular basis and facilitate the planning process and all associated activities.

8. The PCS in the EOC will actively collect, analyze, and disseminate information to departments and agencies and other supporting partner agencies and organizations, as needed. All staff in the EOC shall provide the PCS Situation Unit current information concerning the event and shall immediately report critical information to the EOC Director.
9. Where possible, all parties working in the EOC or providing information to the EOC shall follow established information sharing procedures and formal communications pathways.
10. Operations will continue at the EOC until the local emergency declaration is terminated or as otherwise directed.
11. The coordinating agency will actively engage the ESF cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.
12. All ESF 5 agencies will develop and maintain supporting plans and procedures, as necessary, as well as an internal notification roster and inventory of assets.
13. All agencies in ESF 5 will ensure their staff are trained to fulfill their emergency assignments as required.
14. ESF 5 will work with the cooperating agencies to complete after action reviews and participate in Fairfax County's Corrective Action Program (FC-CAP) to address documented areas of improvement.
15. All agencies in ESF 5 will, as appropriate, identify opportunities to mitigate the impact of future incidents.

IV. AGENCY ROLES AND RESPONSIBILITIES

Coordinating Agency – Department of Emergency Management and Security

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Monitor, track, and respond to incidents through the Duty Officer. • Develop and conduct training and exercises related to ESF 5 and EOC operations.

	<ul style="list-style-type: none"> • Provide emergency management leadership to county departments and agencies and provide technical assistance on preparedness initiatives. • Develop and maintain the Emergency Operations Plan (EOP), the EOC standard operating procedures, and associated checklists and job aids. • Manage and operate Public Alert and Warning programs. • Coordinate resolution of ESF 5 after-action issues and manage the Fairfax County Corrective Action Program (FC-CAP). • Conduct planning with designated cooperating agencies. • Operate the EOC and/or AEOC and ensure facility readiness for activation.
Response	<ul style="list-style-type: none"> • Provide technical assistance and administrative support in the preparation and processing of emergency declarations, protective action guidelines, and related issues. • Serve as the primary liaison to VDEM and the Commonwealth EOC. • Determine the appropriate level of EOC activation and issue notifications. • Manage the overall emergency information collection and distribution process through the Situation Report. • Manage EOC operations in accordance with ICS principles. • Facilitate the planning process and publish the EOC Action Plan for each operational period. • Coordinate and manage event impact on populations with access and functional needs, ensuring accessible event information bulletins, emergency alerts, evacuation transportation, and sheltering activities.
Recovery	<ul style="list-style-type: none"> • Utilize ESF 14 and the Fairfax County Pre-Disaster Recovery Plan (PDRP) to guide recovery activities.
Mitigation	<ul style="list-style-type: none"> • Co-coordinate the review and revision of the Northern Virginia Regional Hazard Mitigation Plan.

Cooperating Agency – Amateur Radio: ARES/RACES

Phase	Roles and Responsibilities
Fairfax County Emergency Operations Plan ESF 5 – Emergency Management	June 2023 ESF 5-5

Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> Provide support in maintaining communications with shelters and other emergency facilities. Provide assistance in conducting emergency notifications. Provide supplemental weather information by monitoring National Weather Service (NWS) activities when active.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Department of Code Compliance

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> Provide support for damage assessment.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (14). Provide support for damage assessment.
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (15). Ensure that hazard mitigation is included in the County Comprehensive Plan. Make recommendations for modifications to development codes or ordinances to ensure our businesses and residents are building in areas resistant to damage from natural threats. Provide input to the Northern Virginia Regional Hazard Mitigation Plan.

Cooperating Agency – Department of Family Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> Staff the Human Service Branch Director in the EOC, as requested.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Department of Finance (Risk Management Division)

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> • Staff the EOC Safety Officer (SAFO) position during EOC activations. • Provide safety information to the EOC and other county partners, to include county DOCs and ensure risk management safety practices are applied throughout EOC activation. • Provide assistance in developing and disseminating appropriate safety and injury prevention procedures through the SAFO function. • Provide oversight for the EOC Chaplain functions during an EOC activation. • Provide oversight for the Claims/Comp unit staffed by Risk Management. • Provide technical assistance on emergency-related issues.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Department of Human Resources

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13). • Provide guidance on how to code time in accordance with county policies.
Response	<ul style="list-style-type: none"> • Inform county employees of the additional duties to support emergency operations outside of their normal reporting duties. This may include a temporary transfer to another location doing a job outside of their normal scope of work to support emergency operations.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14). • Identify county employees that may be available to support recovery operations.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Department of Information Technology

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13). • Ensure sustained operability of public safety communications and critical emergency IT systems. • Ensure appropriate interoperability of public safety communications, IT assets.
Response	<ul style="list-style-type: none"> • Provide GIS support to emergency operations. • Provide technical assistance for data retrieval and recovery. • Provide technical assistance and support to the EOC.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14). • Provide GIS support for recovery operations. • Lead recovery operations for enterprise communications and IT systems. • Provide support for cooperating agencies based systems recovery process.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15). • Provide GIS support for hazard identification and risk analysis development.

Cooperating Agency – Department of Management and Budget

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13). • Assist with grants management. • Assist in the provision of training on disaster related financial management procedures for county departments and agencies.
Response	<ul style="list-style-type: none"> • Provide staff assistance in documenting emergency-related costs. • Provide staff assistance in preparing bills and requests for reimbursement. • Provide funding mechanism to allow for initial response purchases above established procurement card limits to be made through the single point ordering system in the EOC.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14). • Provide staff assistance in documenting costs.

	<ul style="list-style-type: none"> • Provide staff assistance in preparing bills and requests for reimbursement. • Provide a mechanism to reimburse agency-incurred costs during the initial response phase for purchases made through the single point ordering system in the EOC.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Department of Planning and Development

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> • Provide support for damage assessment.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14). • Provide support for damage assessment.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15). • Ensure that hazard mitigation is included in the County Comprehensive Plan. • Make recommendations for modifications to development codes or ordinances to ensure our businesses and residents are building in areas resistant to damage from natural threats. • Provide input to the Northern Virginia Regional Hazard Mitigation Plan.

Cooperating Agency – Department of Public Safety Communications

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> • Receive warning and notifications of actual or pending emergencies and make initial notifications in coordination with the DEMS Duty Officer and others. • Staff the EOC Status Specialist position during EOC Activations.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Department of Public Works and Environmental Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13). • Develop plans and procedures for damage assessment (of DPWES operated facilities), debris management, snow operations, and flood response operations. • Develop rosters and notification procedures for damage assessment, debris management, snow operations, and flood response operations personnel and teams. • Conduct training on damage assessment, debris management, snow operations, and flood response operations with agency staff and others. • Develop and conduct tests and exercises on damage assessment, debris management, snow operations, and flood response operations.
Response	<ul style="list-style-type: none"> • Provide damage assessment information related to critical infrastructure (operated by DPWES). • Support damage assessment, debris removal, and flood response emergency operations as required. • Provide technical assistance related to engineering, as requested. • Staff the Infrastructure Branch Director, Public Works Group Supervisor, Debris Management Group Supervisor, and/or Energy Group Supervisor positions during EOC activations as requested. • Coordinate with DPWES Departmental Operations Centers (DOCs).
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14). • Provide staff to assist with Initial Damage Assessments (IDAs) and Preliminary Damage Assessments (PDAs).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15). • Make recommendations for mitigating codes or ordinances, where applicable. • Provide input into the Northern Virginia Regional Hazard Mitigation Plan.

Cooperating Agency – Facilities Management Department

Phase	Roles and Responsibilities
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Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> Provide building maintenance support to the EOC during activations. Staff the County Facilities Group Supervisor in the EOC as requested to provide a comprehensive view of county facility status, as requested. Coordinate with FMD Departmental Operations Center (DOC).
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Fairfax County Sheriff's Office

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> Staff the EOC Security Unit during EOC Activations, as requested.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Fire and Rescue Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> Provide rapid assessment information to the EOC and other county partners. Provide assistance in developing and disseminating protective action guidance through the PIO function. Provide technical assistance on emergency-related issues. Staff the Fire and Rescue Group Supervisor during EOC activations, as requested. Coordinate with the FRD Departmental Operations Center (DOC).
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Health Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> • Staff designated positions in the EOC when requested. • When activated, ensure information is shared between the Health Department Operations Center (HDOC) and the EOC. • Staff the Public Health Group Supervisor during EOC activations, as requested. • Coordinate with the HD Departmental Operations Center (DOC).
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Land Development Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13). • Assist in developing plans and procedures for damage assessment. • Assist in developing rosters and notification procedures for damage assessment. • Conduct training on damage assessment.
Response	<ul style="list-style-type: none"> • Provide damage assessment information related to commercial and residential structures. • Provide technical assistance related to engineering, as requested. • Staff the Damage Assessment Group Supervisor during EOC activations, as requested. • Coordinate with the LDS Departmental Operations Center (DOC).
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14). • Conduct structural evaluation and assessment of residential and commercial buildings. • Assist in providing staff to assist with Initial Damage Assessments (IDAs) and Preliminary Damage Assessments (PDAs).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

	<ul style="list-style-type: none"> • Make recommendations for mitigating codes or ordinances, where applicable.
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Cooperating Agency – Office of the County Attorney

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13). • Advise county officials concerning legal responsibilities, powers, and liabilities in emergency operations. • Assist in reviewing and preparing mutual aid agreements.
Response	<ul style="list-style-type: none"> • Provide assistance/preparation of applications, legal interpretations or opinions. • Prepare disaster declarations and evacuation orders.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14). • Prepare waivers and legal clearances. • Provide assistance/preparation of applications, legal interpretations, or opinions.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15). • Provide assistance/preparation of applications, legal interpretations, opinions or appropriate code amendments.

Cooperating Agency – Office of Public Affairs

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13). • Provide and amplify messaging on emergency preparedness.
Response	<ul style="list-style-type: none"> • Staff the Public Information Officer (PIO) in the EOC, as requested. • Provide assistance in developing and distributing protective action guidance. • Develop and distribute emergency public information in accordance with ESF 15 and the Alert and Warning Annex. • Manage the Joint Information Center (JIC).
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14).

	<ul style="list-style-type: none"> • Provide assistance in developing and distributing recovery information to the public.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15). • Provide public information and education related to hazard mitigation.

Cooperating Agency – Police Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> • Provide assistance to the PIO in developing and disseminating protective action guidance through the Public Affairs Bureau (PAB). • Staff the Law Enforcement Group Supervisor in the EOC, as requested. • Provide a Safety Officer to the EOC, if available.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Volunteer Fairfax

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13). • Provide technical assistance to other agencies in their planning and development of emergency procedures.
Response	<ul style="list-style-type: none"> • Provide representation and information to the EOC, as requested. • Activate the Volunteer Reception Center (VRC) to process unaffiliated volunteers for support, as requested.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

V. SUPPORTING PLANS AND PROCEDURES

1. Commonwealth of Virginia Emergency Operations Plan, Volume I, Basic Plan, as amended
2. Commonwealth of Virginia Emergency Operations Plan, Volume II, Disaster Recovery, as amended

3. Fairfax County Pre-Disaster Recovery Plan (2020)
4. National Response Framework (2019)

ESF 6

Mass Care, Emergency Assistance, Housing, and Human Services

COORDINATING AGENCY: *Department of Family Services*

Coordinating Agency	Department of Family Services (DFS)
Cooperating Agencies	American Red Cross Chapter (ARC) of the National Capital and Greater Chesapeake Region
	Department of Animal Sheltering (DAS)
	Department of Emergency Management and Security (DEMS)
	Department of Housing and Community Development (HCD)
	Department of Information Technology (DIT)
	Department of Neighborhood and Community Services (NCS)
	Department of Procurement and Material Management (DPMM)
	Department of Transportation (DOT)
	Facilities Management Department (FMD)
	Fairfax County Park Authority (FCPA)
	Fairfax County Public Libraries (FCPL)
	Fairfax County Public Schools (FCPS)
	Fairfax County Sheriff's Office (FCSO)
	Fairfax-Falls Church Community Services Board (CSB)
	Fire and Rescue Department (FRD)
	Health Department (HD)
	Office of the County Attorney (OCA)
	Office of Public Affairs (OPA)
	Police Department (PD)

I. MISSION STATEMENT

Provide basic immediate needs including shelter and food to disaster survivors in Fairfax County.

II. SCOPE AND POLICIES

- All emergency response and recovery operations conducted under ESF 6 – Mass Care, Emergency Assistance, Housing and Human Services will be in accordance with the National Incident Management System (NIMS).
- ESF 6 encompasses the full range of non-medical mass care services to include sheltering, organizing feeding operations, providing emergency first aid at designated sites, collecting and providing information on disaster victims to family members, and coordinating bulk distribution of emergency relief items.
- ESF 6 is responsible for coordinating and providing accessible sheltering assistance to county residents.
- ESF 6 will establish a Family Assistance Center (FAC) when directed by the Director of Emergency Management or their designee.
- The focus of ESF 6 is on the short-term and immediate needs of the disaster survivors. Recovery and long-term housing issues will be managed through the County's Pre-Disaster Recovery Plan (PDRP).
- ESF 6 will maintain documentation for financial reimbursement.

III. CONCEPT OF OPERATIONS

1. Fairfax County maintains a Memorandum of Understanding (MOU) with the American Red Cross (ARC) Chapter of the National Capital Area and Greater Chesapeake Region. In accordance with their MOU, ARC may support operations in shelter facilities and arrange for mass feeding and other appropriate support in cooperation with the other departments, agencies, and organizations assigned to support ESF 6.
2. The Department of Family Services (DFS) as the coordinating agency will receive notification of incidents or potential incidents through the Department of Emergency Management and Security (DEMS).
3. The Mass Care Group Supervisor and/or Human Services Branch Director positions will be activated to provide coordination and management for mass care activities.
4. Shelters will be activated based on the expected needs associated with the scope and magnitude of incidents or potential incidents.

5. The determination to activate shelters, reception centers, and/or family assistance centers will be made by the Director of Emergency Management and/or Coordinator of Emergency Management with input from the Incident Commander/Unified Command.
6. DFS will provide representation to the Emergency Operations Center (EOC) to coordinate the staffing and services of shelters and other mass care requirements to meet immediate needs. DFS will request representatives from the other cooperating agencies as needed.
7. The Fairfax County Shelter Plan and Family Assistance Center (FAC) Plan define the terms, roles, and protocols by which Fairfax County agencies and organizations will collaborate when the decision is made to open various mass care facilities such as Evacuation Shelters, Emergency Shelters, Pet-Friendly Shelters, Reception Centers, or a Family Assistance Center (see Section V below).
8. The Mass Care Group Supervisor and/or Human Services Branch Chief will collect information on shelter activities, populations, and related information and provide it to the Operations Coordination Section Chief (OCSC) at the EOC as requested.
9. The Mass Care Group Supervisor and/or Human Services Branch Chief will establish and operate feeding sites to serve disaster survivors as determined by the Director of Emergency Management or the Coordinator of Emergency Management.
10. The Mass Care Group Supervisor and/or Human Services Branch Chief positions will continue at the EOC until the local emergency declaration is terminated or as otherwise directed.
11. Shelter operations will continue until the Coordinator of Emergency Management, in coordination with the Shelter Manager, makes the determination to close the shelter.
12. The coordinating agency will actively engage the ESF cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.
13. All ESF 6 agencies will develop and maintain supporting plans and procedures, as necessary, as well as an internal notification roster and inventory of assets.
14. All agencies in ESF 6 will ensure their staff are trained to fulfill their emergency assignments as required.

15. ESF 6 will work with the cooperating agencies to complete after action reviews and participate in Fairfax County's Corrective Action Program (FC-CAP) to address documented areas of improvement.
16. All agencies in ESF 6 will, as appropriate, identify opportunities to mitigate the impact of future incidents.

IV. AGENCY ROLES AND RESPONSIBILITIES

Coordinating Agency – Department of Family Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Develop supporting plans and procedures. • Conduct planning, training, and exercises with cooperating agencies. • Develop and maintain inventory of agency resources. • Develop and maintain notification rosters. • Manage resolution of ESF 6 after-action issues. • Ensure protection of vital records. • Train agency staff for emergency assignments.
Response	<ul style="list-style-type: none"> • Assume the lead and coordinate with cooperating agencies to care for those affected by the disaster. • Operate and manage short-term shelter(s)/mass care facilities. • Provide shelter services. • Provide a shelter manager and shelter staff. • Prioritize missions in accordance with guidance provided by the Operations Coordination Section at the EOC.
Recovery	<ul style="list-style-type: none"> • Conduct ESF 6 after-action review.
Mitigation	<ul style="list-style-type: none"> • As appropriate, identify potential opportunities for mitigating the impacts of future incidents.

Cooperating Agency – American Red Cross Chapter of the National Capital and Greater Chesapeake Region

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • In coordination with DFS, support operations in shelters and provide for the care of shelter residents according to Red Cross standards. • Provide a Red Cross Shift leader and shelter staff, as requested.

	<ul style="list-style-type: none"> • Deploy supplies and equipment from the NCR Mass Care Cache. • Provide shelter services. • Provide casework to shelter residents. • Coordinate mass feeding to those affected by the disaster. • Provide for basic immediate needs of disaster victims. • Collaborate with partners on the provision of recovery assistance as dictated by the scale of the incident and availability of appropriate resources. • Provide emergency and financial assistance.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Department of Animal Sheltering

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • Provide shelter to animals, as available. • Coordinate and provide transportation, as available, support for animals to shelters. • Manage the reunification of animals brought to shelters.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Department of Emergency Management and Security

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • In cooperation with IC/UC and the Coordinator of Emergency Management, determine need for opening shelters, reception centers, and other short- term mass care facilities. • Provide assistance and support for mass care needs and operations.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15).

Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (16).
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Cooperating Agency – Department of Housing and Community Development

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> Assist in identifying facilities for short-term shelters, as available.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (15). Provide residents with resources or support, in need of housing, immediate placement into a shelter, as available. Support current housing program participants affected.
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Department of Information Technology

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> If needed, provides equipment necessary to facilitate safe, effective information sharing within the shelter and between the shelter and the EOC.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Department of Neighborhood and Community Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> Provide Coordinated Service Planning (CSP) (in-person or by phone). Provide staff support for shelters, reception centers, and other short-term mass care facilities when DFS/Red Cross are unable to provide adequate staffing levels. Provide a facility manager, as needed.

	<ul style="list-style-type: none"> • In coordination with the Fairfax County Department of Transportation (DOT), provide accessible transportation for shelter residents (Fastran). • Schedule ongoing shifts for the Chaplain Corps, as needed. • Provide facilities for short-term shelters.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Department of Procurement and Material Management

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • Transports supplies and equipment between warehouse(s) and shelter(s). • Works with the Shelter Logistics Section to obtain supplies.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Department of Transportation

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • As the lead agency under Transportation-ESF 1, manage all emergency transportation resources for the response to and recovery from any disaster or emergency within Fairfax County including coordination of transportation resources in support of evacuations.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Facilities Management Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • Provide staff support to BOS owned and FMD operated facilities established to support short term shelters or mass care activities, when applicable. • Provide assistance in leasing temporary facilities.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Fairfax County Park Authority

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • Provide facilities for use as short-term shelters or other mass care activities. • Provide a facility manager, as needed.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Fairfax County Public Libraries

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • May provide facilities for short-term shelters. • Provide facility manager, as needed.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Fairfax County Public Schools

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • Provide facilities for short term shelters and other mass care activities.

	<ul style="list-style-type: none"> • Provide support for feeding operations, as appropriate. • Provide facility manager, as needed. • Provide school buses upon request.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Fairfax County Sheriff's Office

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • Provide security at identified facilities, as available. • Assist with mass feeding, as available.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Fairfax-Falls Church Community Services Board

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • Provide psychological first-aid services. • Provide case management services including medication case management. • Maintain current assessment of behavioral health needs and issues of shelter. • Assists Shelter Law Enforcement Unit, as requested, in efforts to deescalate disruptive behavior. • Provide support/services to mentally or developmentally disabled displaced people.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15). • Provide critical incident stress management services (CISM) on as needed basis.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Fire and Rescue Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> Provide emergency medical care and medical transport of sheltered occupants or personnel during the first operational period. Provide medical transport upon request to 911, if no EMS are located on site at the shelter.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Health Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> Provide medical consultants for shelters. Provide public health staff and/or Medical Reserve Corps (MRC) volunteers for shelters to perform access and functional needs screening, communicable disease surveillance and control, and basic health services. Provide public health services in a Family Assistance Center or other service centers. Perform environmental health assessments of response facilities.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Office of the County Attorney

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> Provide assistance/preparation of applications, legal interpretations or opinions.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Office of Public Affairs

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • Provides public information assistance. • Assists with consistent messaging.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Police Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • Provide security for shelters, reception centers, and other mass care facilities. • In coordination with Department of Animal Sheltering, transport animals to shelter locations.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (16).

V. SUPPORTING PLANS AND PROCEDURES

1. Fairfax County Family Assistance Center Plan, June 2015
2. Fairfax County Shelter Plan, August 2022
3. Fairfax County Police Department Emergency Response Plan for Animals, February 2023
4. Memorandum of Understanding between Fairfax County and the American Red Cross of the National Capital Area and Greater Chesapeake Region

ESF 7

Logistics Management and Resource Support

COORDINATING AGENCY: *Department of Procurement and Material Management*

Coordinating Agency	Department of Procurement and Material Management (DPMM)
Cooperating Agencies	Department of Emergency Management and Security (DEMS)
	Department of Finance (DOF)
	Department of Information Technology (DIT)
	Department of Public Works and Environmental Services (DPWES)
	Department of Vehicle Services (DVS)
	Facilities Management Department (FMD)
	Fairfax County Public Schools (FCPS)
	Fire and Rescue Department (FRD)
	Police Department (PD)

I. MISSION STATEMENT

Provide logistical support to county departments and agencies involved in the response to and recovery from a disaster or emergency under the Emergency Operations Plan (EOP) through the procurement and distribution/delivery of commodities and services.

II. SCOPE AND POLICIES

- All emergency response and recovery operations conducted under ESF 7 will be in accordance with the National Incident Management Systems (NIMS).
- ESF 7 is not intended to replace the purchasing authorities of the individual county departments and agencies. Rather, ESF 7 will provide technical assistance in locating, distributing and procuring critical resources and supplies through the Logistics Coordination Section (LCS) in the Emergency Operations Center (EOC). However, once a Single Point Order (SPO) decision has been made, ALL requests for additional resources must be made through the LCS of the EOC.

Further guidance for this process can be found in the standard operating procedure for Single Point Ordering, Section III.3, below.

- Upon activation of ESF 7, the coordinating agency will maintain a list of anticipated or identified essential material resources and a list of potential suppliers in order to obtain resources more expeditiously during a major disaster or emergency. Along with being able to provide emergency procurement authorization.
- Existing agency inventories shall be used unless the severity of the disaster dictates additional supplies and equipment must be procured from outside sources. ESF 7 does not stockpile supplies.
- ESF 7 will locate, procure, and distribute resources to support the incident as requested through the LCS in the EOC, and in accordance with the operational priorities established by the EOC Director.

III. CONCEPT OF OPERATIONS

1. As an incident or threat escalates, Department of Emergency Management and Security (DEMS) will issue notifications to cooperating agencies and agency emergency personnel in accordance with established protocols and checklists.
2. Upon activation of the LCS at the EOC, the coordinating agency will provide representation to assist with resource requirements and procurement support based on activation level.
3. The LCS of the EOC will manage all requests for resources and logistical support for the incident(s) and provide the coordination of specific requirements for ESF 7 action and documentation. The institution of SPO will require all resource requests not already made at the incident level, to be managed through the EOC for purposes of coordinating, tracking, and allocating.
4. Resources may be provided upon the request of recognized field command personnel, such as an Incident Commander (IC), EOC General Staff, or upon direction of the EOC Director (EOCD).
5. Equipment and materials will be obtained from both intra-departmental and inter-departmental inventories. Inter-departmental requests will be submitted and routed through ESF 7 under the LCS. Requests unable to be filled in county inventories may be procured by ESF 7 from commercial vendors. Coordination for resource reallocation will be accomplished within the EOC.

6. The coordinating agency makes available, as necessary, lists of vendors and suppliers of equipment, materials and services needed during disaster response and recovery operations.
7. ESF 7 will conduct operations in accordance with all local, state, and federal laws and regulations.
8. The coordinating and cooperating agencies will provide available resources based upon the priorities established by the EOC Director.
9. The LCS will request cooperating agencies to provide available assets in order to meet operational requirements. If necessary, private sector sources will be acquired to augment the county resources.
10. The LCS will collaborate with the Planning Coordination Section (PCS) to monitor resource levels and demands through the Operations Coordination Section (OCS). The LCS will work with EOC staff to monitor and mitigate resource shortages.
11. The LCS will track resource requests from order to fulfillment.
12. The LCS may contact vendor partners according to the scale of the event to establish communication and share information regarding the emergency response requirements. These vendors may include, but are not limited to: fuel, food, water, catering, supplies, equipment, and rental companies.
13. Operations will continue at the EOC until the local emergency declaration is terminated or as otherwise directed.
14. The county's central warehouse is available as a logistics staging area. Additional county warehouse space may be available. Leasing of additional buildings or warehouses is a responsibility of the Facilities Management Department (FMD), in coordination with the Office of the County Attorney (OCA) and county leadership.
15. Emergency procurement actions must be in compliance with the Fairfax County Purchasing Resolution and Procurement Technical Bulletin 12-1005 and other relevant policies.
16. The coordinating agency will actively engage the ESF cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.

17. All ESF 7 agencies will develop and maintain supporting plans and procedures, as necessary, as well as an internal notification roster and inventory of assets.
18. All agencies in ESF 7 will ensure their staff are trained to fulfill their emergency assignments as required.
19. ESF 7 will work with the cooperating agencies to complete after action reviews and participate in Fairfax County's Corrective Action Program (FC-CAP) to address documented areas of improvement.
20. All agencies in ESF 7 will, as appropriate, identify opportunities to mitigate the impact of future incidents.

IV. AGENCY ROLES AND RESPONSIBILITIES

Coordinating Agency – Department of Procurement and Material Management

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Develop supporting plans and procedures. • Participate in ESF 7 training and exercises. • Coordinate with cooperating agencies to catalog inventory of critical resources and potential suppliers. • Maintain list of vendors and potential suppliers. • Develop and maintain notification rosters. • Coordinate resolution of ESF 7 after-action issues.
Response	<ul style="list-style-type: none"> • Establish and manage the Receipt, Store, and Stage facility for the Strategic National Stockpile (SNS). • Procure critical resources via the Supply Unit in the LCS at the EOC. • Provide assistance to departments and agencies in locating resource and service providers. • Restock commodities and supplies consumed during the emergency response. • Provide technical procurement assistance. • Provide transportation services to deliver bulk shipments of commodities. • Maintain procurement records pertinent to each event in accordance with county, state, and federal requirements.
Recovery	<ul style="list-style-type: none"> • Provide assistance to departments and agencies in locating resource providers.

	<ul style="list-style-type: none"> • Receive, transport, store, and deliver supplies and commodities. • Provide technical assistance in procurement and logistics. • Restock commodities and supplies consumed during the emergency response. • Return resources that have been demobilized to issuing location. • Participate in after-action reviews.
Mitigation	<ul style="list-style-type: none"> • Identify potential opportunities for mitigating the impacts of future incidents.

Cooperating Support Agency – Department of Emergency Management and Security

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (17 & 18). • Develop the Logistics Coordination Section at the EOC to its fullest capacity.
Response	<ul style="list-style-type: none"> • Identify staffing for the various LCS positions at the EOC. • Provide Logistics Coordination Section Chief staffing at the EOC.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (19). • Manage and track requests for outside resources submitted to the Virginia Emergency Operations Center (VEOC).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (20).

Cooperating Agency – Department of Finance

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (17 & 18).
Response	<ul style="list-style-type: none"> • Maintain and update vendor file. • Conduct accounts payable function.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (19). • Maintain and update vendor file. • Conduct accounts payable function.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (20).

Cooperating Agency – Department of Information Technology

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (17 & 18).
Response	<ul style="list-style-type: none"> • Maintain maintenance and support capabilities for Information Technology assets. • Provide communications support. • Ensure fail over operations function.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (19). • Provide additional generator support.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (20).

Cooperating Agency – Department of Public Works and Environmental Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (17 & 18).
Response	<ul style="list-style-type: none"> • Provide available resources as requested. • Assist with staging of resources, as available.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (19). • Provide available resources as requested. • Restock internal inventories as needed.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (20).

Cooperating Agency – Department of Vehicle Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (17 & 18). • Maintain inventory of county resources, for which DVS has technical review or maintenance responsibilities.
Response	<ul style="list-style-type: none"> • Maintain maintenance and support capabilities for county and FCPS fleet assets.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (19). • Maintain maintenance and support capabilities for county and FCPS fleet assets.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (20).

Cooperating Agency – Facilities Management Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (17 & 18).
Response	<ul style="list-style-type: none"> • Maintain maintenance and support capabilities for FMD facilities and assets. • Provide leasing services for facilities in coordination with OCA and county leadership.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (19). • Maintain maintenance and support capabilities for FMD facilities and assets.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (20).

Cooperating Agency – Fairfax County Public Schools

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (17 & 18).
Response	<ul style="list-style-type: none"> • Provide available transportation assets. • Act as partner in receipt and handling of SNS assets.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (19). • Provide transportation assets, as available.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (20).

Cooperating Agency – Fire and Rescue Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (17 & 18).
Response	<ul style="list-style-type: none"> • Provide available resources as requested. • Provide logistical support for staging resources.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (19). • Provide available resources as requested. • Restock internal inventories.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (20).

Cooperating Agency – Police Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (17 & 18).
Response	<ul style="list-style-type: none"> • Provide available resources as requested. • Provide security at staging areas. • Provide security and tactical support to SNS operations.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (19). • Provide security at staging and demobilization areas.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (20).

V. SUPPORTING PLANS AND PROCEDURES

1. EOC Resource Ordering Process for Single Point Ordering SOP, as amended.

ESF 8

Public Health and Medical Services

COORDINATING AGENCY: *Health Department*

Coordinating Agency	Health Department (HD)
Cooperating Agencies	Courts
	Department of Animal Sheltering (DAS)
	Department of Emergency Management and Security (DEMS)
	Department of Family Services (DFS)
	Department of Human Resources (DHR)
	Department of Information Technology (DIT)
	Department of Neighborhood and Community Services (NCS)
	Department of Procurement and Material Management (DPMM)
	Department of Transportation (DOT)
	Fairfax County Park Authority (FCPA)
	Fairfax County Public Libraries (FCPL)
	Fairfax County Public Schools (FCPS)
	Fairfax County Sheriff's Office (FCSO)
	Fairfax County Water Authority (FCWA)
	Fairfax-Falls Church Community Services Board (CSB)
	Fire and Rescue Department (FRD)
	Northern Virginia Emergency Response System (NVERS)
	Office of the County Attorney (OCA)
	Police Department (PD)
	Virginia Department of Health's Office of the Chief Medical Examiner (OCME)

I. MISSION STATEMENT

Ensure a comprehensive public health and medical response following an emergency.

II. SCOPE AND POLICIES

- All emergency response and recovery operations coordinated by ESF 8 will be conducted in accordance with the National Incident Management System (NIMS).
- The Health Department, as the coordinating agency, will:
 - Actively engage key non-governmental stakeholders, including the private medical provider community, healthcare facilities, and others, as well as the public, in ESF 8-related preparedness activities.
 - Utilize various information sources, including the Regional Healthcare Coordination Center (RHCC), the Virginia Healthcare Alerting and Status System (VHASS), surveillance data, and on-the-ground assessments to determine the public health and medical impact of an emergency, and monitor for incident-related threats to public health.
 - Enhance the common operating picture by providing information to critical recipients, including the EOC, ESF 15, the Virginia Department of Health (VDH), and healthcare facilities on the public health and medical impact of and response to emergencies.
 - Coordinate public health and medical services to the community during and after an emergency, including providing health and medical services, coordinating support for healthcare facilities impacted by the emergency, the provision of medical countermeasure distribution and dispensing, coordinating fatality management, preventing and controlling the spread of disease and disease outbreaks, advising the public on the safety of the water supply, and ensuring adequate sanitation and food safety.
 - Maintain documentation for financial reimbursement.

III. CONCEPT OF OPERATIONS

1. The coordinating agency conducts disease surveillance and monitors public health and medical incidents on a continuous basis and routinely responds to public health incidents and emergencies. Most public health incidents will be managed by the coordinating agency Incident Management Team which activates the Health Department Operations Center (HDOC).

2. The primary function of the HDOC will be to direct public health actions in response to small-scale public health incidents, maintain situational awareness, assign and track public health resources, and coordinate with other department operations centers and the EOC.
3. As an incident or threat escalates, the coordinating agency will issue notifications to cooperating agencies and agency personnel in accordance with established protocols.
4. Upon activation of the EOC, the coordinating agency will provide representation to coordinate public health and medical services.
5. The coordinating agency will interact with the RHCC, healthcare facilities, and other stakeholders to obtain information on the status of healthcare infrastructure and related issues.
6. The coordinating agency will provide emergency public health services in accordance with the priorities and objectives of the Senior Policy Group and the State Health Commissioner.
7. The coordinating agency will actively engage the ESF cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.
8. All ESF 8 agencies will develop and maintain supporting plans and procedures, as necessary, as well as an internal notification roster and inventory of assets.
9. All agencies in ESF 8 will ensure their staff are trained to fulfill their emergency assignments as required.
10. ESF 8 will work with the cooperating agencies to complete after action reviews and participate in Fairfax County's Corrective Action Program (FC-CAP) to address documented areas of improvement.
11. All agencies in ESF 8 will, as appropriate, identify opportunities to mitigate the impact of future incidents.

IV. AGENCY ROLES AND RESPONSIBILITIES

Coordinating Agency – Health Department

Phase		Roles and Responsibilities
Preparedness		<ul style="list-style-type: none"> • Develop supporting plans and procedures.

	<ul style="list-style-type: none"> • Establish memorandums of agreement (MOAs) with partners for the distribution and/or dispensing of medical countermeasures. • Maintain inventory of resources available for medical and non-medical countermeasure dispensing and other public health activities. • Maintain notification rosters for agency staff, cooperating agencies, volunteers, and other stakeholders. • Manage and train the Fairfax Medical Reserve Corps. • Ensure protection of vital medical records. • Conduct planning in conjunction with cooperating agencies and other stakeholders (e.g., healthcare facilities). • Conduct training for cooperating agencies and other stakeholders. • Conduct exercises that include cooperating agencies and other stakeholders. • Coordinate the resolution of ESF 8-related after-action issues.
Response	<ul style="list-style-type: none"> • Coordinate the distribution of medical countermeasures to Closed Points of Dispensing (PODs). • Establish and operate public PODs to dispense medical countermeasures to the community. • Coordinate medical resource acquisition and management. • Coordinate situational assessment of healthcare infrastructure, services, and needs. • Coordinate fatality management. • Prepare and issue drinking water, food safety, and other health advisories. • Provide emergency public health services. • Provide disease surveillance, investigation, and control. • Provide vector-borne surveillance and control. • Provide specimen collection, laboratory testing, laboratory surveillance, and information sharing services. • Conduct environmental health assessments. • Support damage assessments by identifying public health hazards.

	<ul style="list-style-type: none"> • Coordinate issuance of voluntary or involuntary orders of isolation or quarantine. • Coordinate health services within emergency shelters and other county-operated service centers. • Coordinate with hospitals and other healthcare facilities to arrange for or provide support to impacted facilities or infrastructure. • Support the development of protective action guidance.
Recovery	<ul style="list-style-type: none"> • Prepare and issue drinking water, food safety, and other health advisories. • Coordinate support to healthcare facility recovery. • Monitor threats to public health identified during damage assessment. • Provide public health services. • Provide disease surveillance, investigation, and control. • Conduct environmental health assessments. • Document, collect and submit information for cost recovery. • Ensure ESF 8 after-action issues are documented.
Mitigation	<ul style="list-style-type: none"> • Identify opportunities for mitigating the impacts of future incidents.

Cooperating Agency – Courts

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9). • Liaise with the Supreme Court of Virginia.
Response	<ul style="list-style-type: none"> • Coordinate planning for and hearing of appeals related to orders of isolation and quarantine. • Liaise with the Supreme Court of Virginia.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Department of Animal Sheltering

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).
Response	<ul style="list-style-type: none"> • Provide the facility for and veterinary monitoring of companion animals under quarantine.

Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Department of Emergency Management and Security

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).
Response	<ul style="list-style-type: none"> Provide notification of threats or incidents that may impact public health or healthcare infrastructure, involve biological terrorism, or have the potential to result in ten or more fatalities. Support public health and medical operations. Activate and operate the Fairfax County Emergency Operations Center.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Department of Human Resources

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).
Response	<ul style="list-style-type: none"> Update JDMS with position description changes as necessary. Update FOCUS HCM with shift requirement changes and new leave codes as necessary. Ensure training compliance for Virginia Occupational Safety and Health (VOSH) program as part of Virginia's Department of Labor and Industry (DOLI) standards. Coordinate closely with departments on all-staff initiatives such as mandatory employee vaccination reporting and responses to daily health checks.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Department of Family Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).
Response	<ul style="list-style-type: none"> Assist in providing essential services to those under isolation or quarantine orders.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Department of Information Technology

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).
Response	<ul style="list-style-type: none"> Provide ongoing information technology support during emergencies.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Department of Neighborhood and Community Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).
Response	<ul style="list-style-type: none"> Coordinate the provision of essential services to those under isolation or quarantine orders. Provide transportation to individuals with access and functional needs during specific scenarios (e.g., medical countermeasure dispensing, healthcare facility evacuation, etc.) Provide Community Chaplains Corps resources.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Department of Procurement and Material Management

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).

	<ul style="list-style-type: none"> • Maintain medical and non-medical supplies. • Provide storage space and support staff. • Assist in ensuring maintenance of proper storage conditions for pharmaceuticals stored at the DPMM warehouse.
Response	<ul style="list-style-type: none"> • Operate the Northern Region's Receipt, Store, and Stage (RSS) site for the Strategic National Stockpile (SNS). • Provide support to countermeasure dispensing operations by delivering resources stored in DPMM facilities. • Provide staff/equipment support to public health logistics activities at DPMM facilities. • Identify sources and procure supplies needed to support countermeasure dispensing operations.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Department of Transportation

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9). • Provide storage space and support staff.
Response	<ul style="list-style-type: none"> • Provide transportation assets in support of countermeasure dispensing or other public health and medical operations.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Fairfax County Park Authority

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).
Response	<ul style="list-style-type: none"> • Provide facilities for individuals under quarantine orders. • Support the Health Department's vector surveillance and control measures on park authority property.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10).

Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (11).
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Cooperating Agency – Fairfax County Public Libraries

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).
Response	<ul style="list-style-type: none"> Provide facilities and facilities support to public health emergency operations. Distribute public health information and resources as requested.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Fairfax County Public Schools

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9). Conduct planning and preparedness activities designed to prepare staff to accomplish assigned emergency responsibilities.
Response	<ul style="list-style-type: none"> Provide available facilities and facility support staff for countermeasure dispensing operations. Provide transportation for resources from County Logistics Center to PODs. Provide feeding services to staff and volunteers at PODs. Provide client transportation.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Fairfax County Sheriff's Office

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).
Response	<ul style="list-style-type: none"> Serve and enforce isolation or quarantine orders. Provide surge support to law enforcement and security activities at public health and medical response facilities.

	<ul style="list-style-type: none"> • Operate closed POD for medical dispensing scenarios for personnel and inmates in coordination with Occupational Health.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10). • Enforce isolation or quarantine orders, when applicable by law and with guidance from the County Attorney.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Fairfax County Water Authority

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).
Response	<ul style="list-style-type: none"> • Conduct assessment of water supply and related facilities and notify appropriate partners of status and issues. • Provide emergency water supply and assist with distribution.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Fairfax-Falls Church Community Services Board

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).
Response	<ul style="list-style-type: none"> • Provide case management services including medication case management services at public health and medical operations. • Provide psychological first aid services at public health and medical operations. • Provide support/services to mentally or developmentally disabled people.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10). • Provide case management services including medication management services. • Provide critical incident stress management services (CISM) on as needed basis.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Fire and Rescue Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9). • Conduct NIMS-compliant typing of agency resources. • Maintain stockpile of medical supplies and countermeasures. • Assist with evaluation and planning at proposed public health and medical response facilities, such as PODs and other venues.
Response	<ul style="list-style-type: none"> • Provide emergency medical transportation. • Provide emergency medical services/pre-hospital care. • Evaluate fire safety-related issues at public health and medical response facilities. • Operate closed POD for medical dispensing scenarios for personnel in coordination with Occupational Health.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Northern Virginia Emergency Response System (NVERS)

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9). • Maintain the Regional Healthcare Emergency Operations Plan (RHEOP). • Maintain an inventory of resources and identify resource shortfalls. • Develop and maintain disaster supply caches. • Provide support to healthcare facilities. • Support healthcare facilities with planning, training, and exercises. • Manage and maintain the NoVA RHCC in a state of readiness.
Response	<ul style="list-style-type: none"> • Assess and provide the status of medical infrastructure, facilities, and needs. • Activate and operate the RHCC. • Provide support to healthcare facilities.

	<ul style="list-style-type: none"> • Serve as single point-of-contact and coordination for patient transportation during mass casualty incidents (MCIs). • Coordinate inter-hospital patient movement, transfers, and tracking. • Disseminate regional medical treatment and infection control protocols, based on coordinated guidance from VDH and hospital clinical leadership. • Coordinate requests for resources, including the SNS, through the Fairfax County EOC.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Office of the County Attorney

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).
Response	<ul style="list-style-type: none"> • Support the implementation of isolation and quarantine measures. • Support the implementation of vector surveillance and control measures. • Assist with emergency contracts.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – Police Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).
Response	<ul style="list-style-type: none"> • Support victim identification. • Coordinate and ensure security at public health and medical response and/or critical facilities (e.g., PODs, temporary morgues, RSS, etc.) • Enforce isolation or quarantine orders, when applicable by law and with guidance from the County Attorney. • Provide transportation for quarantined pets and other animals from exposure location to Animal Shelter.

	<ul style="list-style-type: none"> • Operate closed POD for medical dispensing scenarios for personnel in coordination with Occupational Health.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10). • Enforce isolation or quarantine orders, when applicable by law and with guidance from the County Attorney.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

Cooperating Agency – VDH Office of the Chief Medical Examiner

<i>Phase</i>	<i>Roles and Responsibilities</i>
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (8 & 9).
Response	<ul style="list-style-type: none"> • Coordinate with the lead investigating authority to document, collect, and recover decedents. • Determine the cause and manner of death. • Perform ante mortem interviews at Family Assistance Centers. • Provide technical assistance in requesting Disaster Mortuary Operation Response Teams (DMORT). • Assist in the transportation, storage, and recovery of forensic and physical evidence.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (10). • Provide expert testimony in subsequent legal proceedings.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (11).

IV. SUPPORTING PLANS AND PROCEDURES

1. Fairfax County Health Department Emergency Operations Plan, 2022
2. Fairfax County Health Department Continuity of Operations (COOP) Plan, 2022
3. Commonwealth of Virginia Emergency Operations Plan, ESF 8 Annex, 2012
4. Virginia Department of Health Strategic National Stockpile Plan, 2019
5. Fairfax County Department of Procurement and Material Management Receipt, Store, and Stage (RSS) Plan, 2015
6. Fairfax County Emergency Operations Plan Fatality Management Incident Annex, March 2023

7. Northern Virginia Emergency Response System Regional Healthcare
Emergency Operations Plan, 2022

ESF 9

Search and Rescue

**COORDINATING AGENCIES: *Fire and Rescue Department/
Police Department***

Coordinating Agencies	Fire and Rescue Department (FRD) Police Department (PD)
Cooperating Agencies	Department of Public Safety Communications (DPSC)
	Department of Public Works and Environmental Services (DPWES)
	Fairfax County Park Authority (FCPA)
	Land Development Services (LDS)

I. MISSION STATEMENT

Coordinate search and rescue operations for missing or trapped persons in order to mitigate the loss of life following a major disaster or emergency in Fairfax County.

II. SCOPE AND POLICIES

- All emergency response and recovery operations conducted under ESF 9 will be in accordance with the National Incident Management System (NIMS) and the Incident Command System (ICS).
- The ESF 9 coordinating agency, during operations, is dependent upon the nature of the mission. For ground search operations, such as open spaces in parks and neighborhoods, the Police Department (PD) is the coordinating agency for search and rescue of missing persons. For collapsed structures, confined space, technical and water rescue, the Fire and Rescue Department (FRD) is the coordinating agency.
- ESF 9 agencies are required to work with other agencies with subject matter expertise and resources that can assist with search and rescue operations such as Volunteer Fairfax (VF) and the Office of Public Affairs (OPA).
- ESF 9 encompasses the coordination of county rescue resources during disasters and other large-scale emergencies. ESF 9 will coordinate incoming mutual aid resources in support of search and rescue operations.

- When possible, ESF 9 will establish staging areas and logistical support bases for requested mutual aid resources in coordination with all first response agencies. If the incident size overwhelms ESF 9 resources, ESF 9 will request the resources appropriate for this task.

III. CONCEPT OF OPERATIONS

1. The coordinating agencies monitor incidents on a continuous basis and routinely respond to incidents and emergencies. Most incidents will be managed by the on-scene incident commander (IC) who establishes the on-scene incident command post (ICP).
2. As an incident or threat escalates or the initial event has resulted in multiple emergencies, coordinating and cooperating agencies may activate their Department Operations Centers (DOC).
3. The primary function of the DOC will be to monitor the situation and ensure that resource continuity of field operations (outside of the incident) and service to the community are maintained. DOCs will report to their respective agencies at the Emergency Operations Center (EOC).
4. The ICP will include an incident command structure as appropriate for managing operations. An Incident Action Plan (IAP) will be developed for each operational period. The ICP will provide situational briefings to the DOC and to the EOC if activated.
5. In incidents with multi-agency and/or multi-jurisdictional involvement, a unified command will be established.
6. When a central incident command post is established for multiple related incidents, the incident will be managed as an incident complex, the on-scene incident commanders will become Branch Directors under the central ICP.
7. In the event the size, scope, or complexity of the incident exceeds the capability of the incident complex organization the ICP may be reorganized and staffed to serve as an Area Command.
8. Upon activation of the EOC, the coordinating agency will provide representation in the Fire and Rescue Group Supervisor position in the EOC to address strategic level firefighting and fire suppression requirements and issues.
9. The Fire and Rescue Group Supervisor and/or the Law Enforcement Group Supervisor at the EOC will coordinate ICP requests for support

from other county, state, federal, and/or contractor resources through the Logistics Coordination Section (LCS) in the EOC.

10. The Fire and Rescue Group Supervisor and/or the Law Enforcement Group Supervisor at the EOC will provide briefings to the senior policy group on incidents operations and agency activities and issues.
11. The coordinating agency will actively engage the ESF cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.
12. All ESF 9 agencies will develop and maintain supporting plans and procedures, as necessary, as well as an internal notification roster and inventory of assets.
13. All agencies in ESF 9 will ensure their staff are trained to fulfill their emergency assignments as required.
14. ESF 9 will work with the cooperating agencies to complete after action reviews and participate in Fairfax County's Corrective Action Program (FC-CAP) to address documented areas of improvement.
15. All agencies in ESF 9 will, as appropriate, identify opportunities to mitigate the impact of future incidents.

IV. AGENCY ROLES AND RESPONSIBILITIES

Co-coordinating Agency – Fire and Rescue Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Develop supporting plans and procedures. • Conduct training and exercises. • Develop and maintain resource inventory and notification rosters. • Manage resolution of ESF 9 after-action issues. • Conduct planning with designated support agencies.
Response	<ul style="list-style-type: none"> • Conduct confined space search and rescue operations. • Conduct collapsed structure search and rescue. • Conduct trench search and rescue operations. • Conduct water search and rescue. • Assist with ground search and rescue operations. • Provide emergency medical services.

	<ul style="list-style-type: none"> • Coordinate and establish an on-scene Incident Command Post and other incident command activities.
Recovery	<ul style="list-style-type: none"> • Conduct after-action review.
Mitigation	<ul style="list-style-type: none"> • Identify potential opportunities for mitigating the impacts of future incidents.

Co-coordinating Agency – Police Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Develop supporting plans and procedures. • Conduct training and exercises. • Develop and maintain resource inventory and notification rosters. • Manage resolution of ESF 9 after-action issues. • Conduct planning with designated support agencies.
Response	<ul style="list-style-type: none"> • Conduct ground search and rescue operations. • Assist with water rescue, search, and recovery. • Provide site access control. • Provide traffic control and management. • Provide security for search and rescue sites. • Establish and operate staging areas, as necessary.
Recovery	<ul style="list-style-type: none"> • Conduct after-action review.
Mitigation	<ul style="list-style-type: none"> • Identify potential opportunities for mitigating the impacts of future incidents.

Cooperating Agency – Department of Public Safety Communications

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> • Provide emergency communications capabilities/assets. • Manage primary and backup communications equipment.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14). • Provide emergency communications capabilities/assets. • Manage primary and backup communications emergency equipment.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Department of Public Works and Environmental Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> • Provide available heavy equipment and associated personnel upon request. • Provide construction support (shoring), as necessary. • Provide equipment support to ground search and rescue upon request.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Fairfax County Park Authority

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> • Conduct structural evaluation and assessment of residential and commercial buildings. • Provide support to ground search and rescue (maps, personnel).
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

Cooperating Agency – Land Development Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (12 & 13).
Response	<ul style="list-style-type: none"> • Provide structural evaluation of residential and commercial buildings.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (14). • Support structural integrity assessments.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (15).

V. SUPPORTING PLANS AND PROCEDURES

1. Federal Emergency Management Agency (FEMA) Urban Search and Rescue Response System Operations Manual, September 2012

2. Federal Emergency Management Agency (FEMA) Urban Search and Rescue Field Operations Guide, September 2006
3. Inland Water Rescue and Emergencies, April 2019
4. 2009 Emergency Medical Services Manual, October 2020
5. Multiple Casualty Incident Manual, July 2017
6. Fairfax County Marine Operations Manual, February 2002
7. Fairfax County Technical Rescue Operations Manual, March 2006
8. Fairfax County Technical Rescue Confined Space Manual, July 2018
9. Fairfax County Technical Rescue Structural Collapse Manual, March 2003
10. Fairfax County Technical Rescue Trench Manual, May 2005
11. Fairfax County Technical Rescue Rope Manual, May 2001
12. Fairfax County Police Department Emergency Operations Plan, 2022
13. Fairfax County Police Search and Rescue Team Standard Operating Procedures 2019
14. Fairfax County DPWES Emergency Roles and Resources Manual, September 2014
15. Fairfax County Land Development Services Damage Assessment Operations Manual
16. Fairfax County Debris Management Plan, March 2014
17. Fairfax County Damage Assessment Annex, September 2013

ESF 10

Oil and Hazardous Material Response

COORDINATING AGENCY: *Fire and Rescue Department*

Coordinating Agency	Fire and Rescue Department (FRD)
Cooperating Agencies	Department of Public Safety Communications (DPSC)
	Department of Public Works and Environmental Services (DPWES)
	Health Department (HD)
	Police Department (PD)

I. MISSION STATEMENT

Provide a coordinated response to actual or potential oil and hazardous materials incidents to mitigate the loss of life and damage to property in Fairfax County.

II. SCOPE AND POLICIES

- All emergency response and recovery operations conducted under ESF 10 will be in accordance with the National Incident Management Systems (NIMS).
- ESF 10 encompasses the prevention of, response to, containment of, and monitoring the clean-up of oil and hazardous material releases that occur concurrently with an emergency or major disaster.
- For purposes of this document, hazardous materials include chemical, biological, radiological, and nuclear releases whether accidental or intentional.
- Incidents with a terrorism nexus (or suspected nexus) will involve additional coordination with local, state, and federal organizations.
- ESF 10 will establish command posts, staging areas and logistical support bases for requested mutual aid resources and other resources in coordination with all first response agencies.

III. CONCEPT OF OPERATIONS

1. In cooperation with the Local Emergency Preparedness Committee (LEPC), the county has identified public and private facilities with

extremely hazardous materials. Each facility is required to have in place a site-specific response plan.

2. Hazardous material response operations will be conducted in accordance with the Fire and Rescue Department's Hazardous Materials Operations Manual. This manual is compatible with Fairfax County's Emergency Operations Plan (EOP).
3. The coordinating agency monitors incidents on a continuous basis and routinely responds to incidents and emergencies. Most incidents will be managed by the on-scene incident commander (IC) who establishes the on-scene incident command post (ICP).
4. As an incident or threat escalates or the initial event has resulted in multiple emergencies, coordinating and cooperating agencies may activate their Department Operations Centers (DOC).
5. The primary function of the DOC will be to monitor the situation and ensure that resource continuity of field operations (outside of the incident) and service to the community are maintained. DOCs will report to their respective agencies at the Emergency Operations Center (EOC).
6. The ICP will include an incident command structure as appropriate for managing operations. An Incident Action Plan (IAP) will be developed for each operational period. The ICP will provide situational briefings to the DOC and to the EOC if activated.
7. In incidents with multi-agency and/or multi-jurisdictional involvement, a unified command will be established.
8. When a central incident command post is established for multiple related incidents, the incident will be managed as an incident complex, the on-scene incident commanders will become Branch Directors under the central ICP.
9. In the event the size, scope, or complexity of the incident exceeds the capability of the incident complex organization the ICP may be reorganized and staffed to serve as an Area Command.
10. Upon activation of the EOC, the coordinating agency will provide representation in the Fire and Rescue Group Supervisor position in the EOC to address strategic level firefighting and fire suppression requirements and issues.
11. The Fire and Rescue Group Supervisor and/or the Law Enforcement Group Supervisor at the EOC will coordinate ICP requests for support

from other county, state, federal, and/or contractor resources through the Logistics Coordination Section in the EOC.

12. The Fire and Rescue Group Supervisor and/or the Law Enforcement Group Supervisor at the EOC will provide briefings to the senior policy group on incidents operations and agency activities and issues.
13. The coordinating agency will actively engage the ESF cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.
14. All ESF 10 agencies will develop and maintain supporting plans and procedures, as necessary, as well as an internal notification roster and inventory of assets.
15. ESF 10 will work with the cooperating agencies to complete after action reviews and participate in Fairfax County's Corrective Action Program (FC-CAP) to address documented areas of improvement.
16. All agencies in ESF 10 will, as appropriate, identify opportunities to mitigate the impact of future incidents.

IV. AGENCY ROLES AND RESPONSIBILITIES

Coordinating Agency – Fire and Rescue Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Coordinate oil and hazardous material response planning. • Manage environmental compliance and reporting through LEPC. • Conduct training and exercises. • Maintain notification rosters. • Manage resolution of ESF 10 after-action issues. • Conduct planning with designated support agencies.
Response	<ul style="list-style-type: none"> • Provide for response and containment for oil and hazardous material incidents. • Provide hazard identification. • Determine need for evacuations – risk analysis, plume, and dispersion modeling. • Determine the need for appropriate protection measures for the public and first responders. • Manage decontamination of victims and responders. • Manage notification to internal and external stakeholders, as appropriate.

Recovery	<ul style="list-style-type: none"> • Monitor site clean-up and restoration. • Conduct after-action review.
Mitigation	<ul style="list-style-type: none"> • Identify potential opportunities for mitigating the impacts of future incidents.

Cooperating Agency – Department of Public Safety Communications

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • Provide emergency communications capabilities/assets. • Manage primary and backup communications equipment.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15). • Provide emergency communications capabilities/assets. • Manage primary and backup communications emergency equipment.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Department of Public Works and Environmental Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> • Provide technical assistance in support of the incident. • Provide available construction and heavy equipment. • Provide engineering services in support of the incident. • Provide limited environmental evaluation and monitoring as related to stormwater management.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (15). • Provide engineering services in support of the incident. • Provide available construction and heavy equipment. • Provide technical assistance in support of the incident. • Provide environmental evaluation and monitoring as related to stormwater management.

Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (16).
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Cooperating Agency – Health Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> Provide environmental health technical expertise. Provide information on short and long term public health impact of incident. Provide assistance in developing public information related to the incident. Coordinate the public health and medical response to the release of a biological agent.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (15).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (16).

Cooperating Agency – Police Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (13 & 14).
Response	<ul style="list-style-type: none"> Provide traffic management. Provide support for evacuations if required. Provide site access control and security. Provide Special Operations support including, but not limited to, Explosive Ordnance Disposal (EOD).
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (15). Provide for site access and control and security.
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (16).

V. SUPPORTING PLANS AND PROCEDURES

1. Fire and Rescue Hazardous Materials Operations Manual, July 2018
2. Command Officer Operations, May 2020
3. Engine Company Operations, December 2013
4. Metrorail Emergencies Manual, July 2016
5. Response to Flammable Liquid Emergency Incidents Manual, April 2014
6. Fire and Rescue Utility Emergencies Manual, April 2014
7. Fire and Rescue Weapons of Mass Destruction Manual, October 2016

8. Fire and Rescue Railroad Emergency Response Manual, May 2013
9. Fairfax County DPWES Emergency Roles and Resources Manual, September 2014
10. Fairfax County Land Development Services Recovery Operations Manual.
11. Fairfax County Debris Management Plan, March 2014
12. Fairfax County Damage Assessment Plan, November 2014
13. Council of Governments Heavy Railroad Manual, May 2008

ESF 11

Agriculture and Natural Resources

COORDINATING AGENCIES: *Department of Emergency Management and Security/Virginia Department of Agriculture and Consumer Services*

Coordinating Agencies	Department of Emergency Management and Security (DEMS) Virginia Department of Agriculture and Consumer Services (VDACS)
Cooperating Agencies	Health Department (HD)
	Police Department (PD)

I. MISSION STATEMENT

To provide assurance of food security in the event of an accidental or deliberate action that threatens food security and safety.

II. SCOPE AND POLICIES

- Under the National Response Framework, ESF 11 includes the functions of nutritional assistance, animal and plant disease response, food safety and security, and cultural and natural resource preservation and protection. Within Fairfax County, the scope of this ESF is focused on food safety and security. The medical and public health response to food-borne outbreaks will be addressed under ESF 8 Public Health and Medical Services.
- An act of food tampering within the supply chain, particularly an act directed against large sectors of the food industry in the United States, will have major consequences that may overwhelm the capabilities of states and local jurisdictions.
- ESF 11 is focused on food security for a significant food emergency. A food-related emergency involves the unintentional or deliberate contamination, threatened or actual, of food that impacts human health. For purposes of this ESF, a food-related emergency does not apply to food incidents routinely handled by the Fairfax County and Virginia Health Departments. This ESF is focused on food emergencies that may involve a large number of people in a small area or that are widespread, involving multiple localities and/or states.

- The scope of this ESF includes ensuring that the food products affected by the incident are safe; removing unsafe foods from commerce; and ensuring a partnership among federal, state, local, and private sector entities in providing timely, accurate information and in taking appropriate actions to mitigate the impacts of the incident.
- Due to the urban nature of Fairfax County and the absence of any significant agriculture, it is not envisioned that a response operation under the EOP would be required due to an animal or plant disease outbreak.
- The Department of Emergency Management and Security (DEMS) and the Virginia Department of Agriculture and Consumer Services (VDACS) are designated as coordinating agencies for ESF 11. VDACS has the primary responsibility for responding to food safety and security incidents that involve food sold by retail establishments or for incidents at a food service establishment where investigation indicates that the suspect food may have been initially contaminated at the packing or distribution point in the supply chain. In the event of a significant incident related to food security, county departments and agencies will provide cooperation as necessary to Virginia and federal authorities.
- Food related emergencies may result from a variety of factors:
 - Natural disasters or man-made events that affect food or impact human health (e.g., hurricane, floods, power outages) that result in the loss of food due to spoilage or contamination.
 - Unintentional contamination of food that results in a public health threat or food-borne disease such as improper processing or production.
 - Deliberate contamination of food to cause harm to the public or the economy.
- At the federal level, the United States Department of Agriculture (USDA) and the Food and Drug Administration (FDA) have the primary responsibility for food safety and security. USDA is responsible for meat, poultry, and egg-related products, whereas FDA is responsible for all other food sources. However, depending upon the nature of the incident other federal departments and agencies may become directly involved as well. If the incident is a potential or actual Incident of National Significance, the Department of Homeland Security (DHS) requires a federal response and activates the Food Safety and Inspection Services (FSIS).

- Operations under ESF 11 may be conducted for incidents that originate outside of Fairfax County or the Commonwealth of Virginia due to the nature and scope have interstate or national implications. For example, a contaminated or potentially contaminated food product that is distributed on a regional or national basis or an incident involving imported food may necessitate the activation of ESF 8 and ESF 11.

III. CONCEPT OF OPERATIONS:

1. Local health departments will most likely be the initial responders to most food emergencies. The Health Department (HD) conducts public health and food safety surveillance on a regular basis and will be generally notified by local healthcare providers if unusual or reportable symptoms or diseases are identified.
2. In some cases, it may be difficult to determine initially whether an emergency is caused by deliberate or accidental factors. However, the initial response to protect public health and reduce the threat may be the same.
3. In any incident involving food that is associated with a food service establishment, such as a restaurant or school cafeteria, HD conducts a standard food-borne illness investigation. If a criminal act is suspected as a result of this investigation, the incident will be referred to the Fairfax County Police Department (PD). In the event the investigation indicates that the suspect food may have been initially contaminated at the packing or distribution point in the supply chain, HD will alert VDACS.
4. For an incident involving food sold by a retail establishment such as a grocery or convenience store, the incident would be referred directly to VDACS for investigation. Based upon the nature of the incident, VDACS in turn would contact USDA or FDA.
5. The USDA and/or FDA will work with federal, state, and local authorities (as well as industry) to conduct tracing, recall, and control of adulterated products (including disposal).
6. PD will provide the initial response and evidence gathering relative to a criminal investigation of a food supply emergency originating within the county and will coordinate with the Virginia State Police (VSP) as appropriate. It is likely that this initial law enforcement effort will be quickly augmented with federal law enforcement.
7. DEMS will activate the Emergency Operations Center (EOC) for a food safety and security incident to provide a local base of operations and

coordinate local agency support to Virginia and federal authorities responding to the event.

8. The coordinating and cooperating agencies will work together to ensure that unsafe foods are removed from commerce and that they will not be offered for sale until their safety is assured.
9. Restaurants, wholesale and grocery stores, schools, and other businesses that produce and distribute food or meals will be notified immediately in case of suspicious outbreak involving food contamination.
10. ESF 8 will be activated in conjunction with ESF 11, if necessary, to respond to the health and medical aspects of food-related emergencies.
11. The coordinating agency will actively engage the ESF cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.
12. All ESF 11 agencies will develop and maintain supporting plans and procedures, as necessary, as well as an internal notification roster and inventory of assets.
13. ESF 11 will work with the cooperating agencies to complete after action reviews and participate in Fairfax County's Corrective Action Program (FC-CAP) to address documented areas of improvement.
14. All agencies in ESF 11 will, as appropriate, identify opportunities to mitigate the impact of future incidents.

IV. AGENCY ROLES AND RESPONSIBILITIES

Co-Coordinating Agency – Department of Emergency Management and Security

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Conduct planning, training, and exercises. • Maintain agency notification roster. • Coordinate resolution of ESF 11 after-action issues.
Response	<ul style="list-style-type: none"> • Activate and manage the emergency operations center. • Coordinate county support to Virginia and federal authorities responding to an incident through the Logistics Coordination Section at the EOC.
Recovery	<ul style="list-style-type: none"> • Conduct after-action review.

Mitigation	<ul style="list-style-type: none"> As appropriate, identify potential opportunities for mitigating the impacts of future incidents.
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Co-Coordinating Agency – Virginia Department of Agriculture and Consumer Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (11 & 12). Maintain supporting plans and procedures to include communications with federal and state agencies as well as trade associations.
Response	<ul style="list-style-type: none"> Provide primary point-of-contact with federal agencies engaged in response to a food emergency. Investigate incidents involving food sold by retail establishments or contaminated at the packing and distribution point (within Virginia). Coordinate with USDA/FDA for incidents with implications outside of Virginia. Ensure that unsafe foods are removed from commerce. Ensure that food products affected by a food-related incident are safe for human consumption if offered for sale. Facilitate a partnership among state, federal, local, and private entities to provide timely and accurate information in order to mitigate the impact of the incident.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (13). Continue to monitor food safety and general sanitation and provide active disease surveillance.
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (14).

Cooperating Agency – Health Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (11 & 12).
Response	<ul style="list-style-type: none"> Inspect food service establishments such as restaurants, school cafeterias, and regulated portions of grocery stores to ensure food safety when an incident is reported or identified.

	<ul style="list-style-type: none"> • Conduct limited testing of clinical and environmental samples where food contamination is reported. • Issue health advisories in coordination with DEMS and Office of Public Affairs. • Conduct active disease surveillance and case investigation to identify/prevent additional cases and conduct an epidemiological investigation to determine the likely source of outbreak among food sources. • Provide technical assistance during outbreaks or suspected outbreaks at specific locations or facilities. • Upon authorization from the Fairfax County Health Director, implement hold orders and permit suspension measures. Order that food that has been contaminated, adulterated, or not honestly presented be discarded or held for laboratory analysis. • Establish liaison with Commonwealth and federal health and environmental agencies through the EOC.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (13).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (14).

Cooperating Agency – Police Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (11 & 12).
Response	<ul style="list-style-type: none"> • Provide criminal investigation services and evidence gathering. • Coordinate with VSP and federal law enforcement authorities.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (13).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (14).

V. SUPPORTING PLANS AND PROCEDURES

1. National Response Framework, ESF 11 (Agriculture and Natural Resources).

2. National Response Framework, Food and Agriculture Incident annex.
3. Virginia Department of Agriculture and Consumer Services (VDACS), Food Safety and Security Program, Incident Response Plan, as updated.

ESF 12

Energy and Infrastructure

COORDINATING AGENCY: *Department of Public Works and Environmental Services*

Coordinating Agency	Department of Public Works and Environmental Services (DPWES)
Cooperating Agencies	Colonial Pipeline Company
	Columbia Gas Transmission
	Columbia Gas of Virginia
	Department of Emergency Management and Security (DEMS)
	Department of Vehicle Services (DVS)
	Dominion Energy
	Facilities Management Department (FMD)
	Office of the County Attorney (OCA)
	Office of Environmental and Energy Coordination (OEEC)
	Plantation Pipeline
	Washington Gas – Virginia Division

I. MISSION STATEMENT

Collect, evaluate, and share information on energy system infrastructure damage and impacts on the affected areas and monitor restoration progress.

II. SCOPE AND POLICIES

- All emergency response and recovery operations conducted under ESF 12 will be in accordance with the National Incident Management Systems (NIMS).
- The primary functions of ESF 12 are to collect, analyze, and provide information on the status of energy resources and related infrastructure within the county including fuel, natural gas, and electrical supply and distribution.
- ESF 12 will monitor infrastructure impacts and restoration efforts and provide status reports to ESF 5 continuously.
- The restoration of normal operations of energy facilities and distribution systems is the primary responsibility of the infrastructure owners. However, since restoration of normal operations is critical to the response and

recovery process, Utilities Branch Coordinator through the Emergency Operations Center (EOC) may provide assistance as feasible to expedite the restoration process.

- ESF 12 will establish and maintain contacts with appropriate private sector representatives to obtain information on energy facilities and distribution systems and the status of infrastructure impacts and restoration.
- The coordinating agency will work with the cooperating agencies to identify restoration priorities.
- ESF 12 maps and related data will be maintained on county disaster management software.

III. CONCEPT OF OPERATIONS

1. As an incident or threat escalates, the coordinating agency will issue notifications to cooperating agencies, affiliated organizations, and agency emergency personnel in accordance with established protocols and checklists.
2. Upon activation of the EOC, the coordinating agency will provide representation to collect information on the status of the energy facilities and distribution systems.
3. The coordinating agency will monitor infrastructure impacts and restoration operations and, where feasible, provide assistance to prioritize and expedite the restoration process.
4. As necessary, ESF 12 may assist in identifying alternate supply sources for fuel to meet the emergency needs of the county.
5. Operations will continue at the EOC until the local emergency declaration is terminated or as otherwise directed.
6. Each department and/or agency will maintain and monitor its own energy infrastructure and equipment (i.e., generators, fueling equipment, etc.).
7. The coordinating agency will actively engage the ESF cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.
8. All ESF 12 agencies will develop and maintain supporting plans and procedures, as necessary, as well as an internal notification roster and inventory of assets.

9. ESF 12 will work with the cooperating agencies to complete after action reviews and participate in Fairfax County's Corrective Action Program (FC-CAP) to address documented areas of improvement.
10. All agencies in ESF 12 will, as appropriate, identify opportunities to mitigate the impact of future incidents.

IV. AGENCY ROLES AND RESPONSIBILITIES

Coordinating Agency – Department of Public Works and Environmental Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Coordinate the development of supporting plans and procedures. • Coordinate the collection of data points related to critical county facilities, systems, and fuel requirements. • Participate in training and exercises. • Coordinate agency notification rosters.
Response	<ul style="list-style-type: none"> • Manage the collection and distribution of information related to energy supply, infrastructure, and restoration. • Coordinate with cooperating agencies to prioritize restoration of services.
Recovery	<ul style="list-style-type: none"> • Monitor status of fuel and energy infrastructure restoration. • Conduct after-action reviews.
Mitigation	<ul style="list-style-type: none"> • Identify potential opportunities for mitigating the impacts of future incidents.

Cooperating Agency – Colonial Pipeline Company

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> • Provide information on the status of pipeline operational/releases and facilities through the EOC.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Columbia Gas Transmission

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> Provide information on the status of natural gas service and facilities through the EOC.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Columbia Gas of Virginia

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> Provide information on the status of natural gas service and facilities through the EOC.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Department of Emergency Management and Security

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8). In cooperation with other agencies, develop and maintain list of critical energy facilities and systems.
Response	<ul style="list-style-type: none"> Provide support for information collection and analysis related to ESF 12 responsibilities.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Department of Vehicle Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> Maintain information on the status of fuel supplies and distribution. Provide limited assistance with fuel for emergency generators.

	<ul style="list-style-type: none"> • Provide information on the status of fuel reserves and availability of supply.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Dominion Energy

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> • Provide information on the status of electrical power service and facilities through their EOC or domain website. • Maintain outage map on company website. • Maintain prioritization list of critical facilities for service restoration.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Facilities Management Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> • Provide information on the status of emergency generators, at county owned and leased facilities.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Northern Virginia Electrical Cooperative (NOVEC)

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> • Provide information on the status of electrical power service via telephone or through the NOVEC website. • Maintain outage map on company website. • Maintain prioritization list of critical facilities for service restoration.

Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Office of the County Attorney

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> Provide legal counsel, interpretation, and opinions as appropriate.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Office of Environmental and Energy Coordination

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> Assist in the collection and distribution of information related to energy supply, infrastructure, and restoration.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (10). Assist in the development of strategic planning to ensure resiliency measures are followed.

Cooperating Agency – Plantation Gas Pipeline

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> Provide information on the status of pipeline operational/releases and facilities through the EOC.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Washington Gas – Virginia Division

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> • Provide information on the status of natural gas service and facilities through the EOC.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (10).

V. SUPPORTING PLANS AND ANNEXES

1. Resilient Fairfax Climate Adaptation and Resilience Plan, October 2022

ESF 13

Public Safety and Security

COORDINATING AGENCY: *Police Department*

Coordinating Agency	Police Department (PD)
Cooperating Agencies	Department of Emergency Management and Security (DEMS)
	Department of Public Safety Communications (DPSC)
	Fairfax County Sheriff's Office (FCSO)
	Herndon Police Department
	Office of the County Attorney (OCA)
	Vienna Police Department
	Virginia Department of Transportation (VDOT)
	Virginia State Police (VSP)

I. MISSION STATEMENT

Provide for the protection of life and property and the maintenance of law and order through the coordination of law enforcement activities in anticipation of and following a major emergency or disaster.

II. SCOPE AND POLICIES

- All emergency response and recovery operations conducted under ESF 13 will be in accordance with the National Incident Management Systems (NIMS) and Incident Command System (ICS).
- ESF 13 encompasses the coordination of county law enforcement resources during disasters and other large-scale emergencies to provide for access control and security of the affected area(s); traffic control and management for evacuations and re-entry, and security for designated response and recovery sites.
- ESF 13 will coordinate incoming mutual aid resources in support of law enforcement and security and operations.
- In the event National Guard resources are deployed to the county to augment law enforcement and security, the Emergency Operations Center (EOC) will coordinate and manage the use of those resources.

- ESF 13 will establish staging areas and logistical support bases for requested mutual aid resources supporting public safety and security activities.
- For incidents that are the result of an act of terrorism (or suspected), the Federal Bureau of Investigation (FBI) will be the coordinating agency for the criminal investigation.

III. CONCEPT OF OPERATIONS

1. The coordinating agency monitors incidents on a continuous basis and routinely responds to emergency incidents. Most incidents are managed by the on-scene incident commander (IC).
2. In incidents with multi-agency and/or multi-jurisdictional involvement, a unified command will be established.
3. Upon activation of the EOC, the coordinating agency will provide representation to address countywide public safety requirements and issues. The coordinating agency will ensure cooperating agencies are notified and activated as needed.
4. ESF 13 at the EOC will coordinate requests for state and/or other resources through the Logistics Coordination Section at the EOC.
5. ESF 13 at the EOC may provide briefings to the senior policy group on incident operations and agency activities and issues.
6. The coordinating agency will actively engage the ESF cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.
7. All ESF 13 agencies will develop and maintain supporting plans and procedures, as necessary, as well as an internal notification roster and inventory of assets.
8. ESF 13 will work with the cooperating agencies to complete after action reviews and participate in Fairfax County's Corrective Action Program (FC-CAP) to address documented areas of improvement.
9. All agencies in ESF 13 will, as appropriate, identify opportunities to mitigate the impact of future incidents.

IV. AGENCY ROLES AND RESPONSIBILITIES

Coordinating Agency – Police Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Maintain supporting plans and procedures. • Conduct training and exercises. • Maintain notification rosters. • Maintain mutual aid agreements. • Participate in resolution of ESF 13 after-action issues. • Participate in planning with designated cooperating agencies.
Response	<ul style="list-style-type: none"> • Provide traffic management and access control. • Coordinate and manage mutual aid resources including the National Guard. • Coordinate security at designated areas. • Provide support for temporary morgue operations.
Recovery	<ul style="list-style-type: none"> • Coordinate security at designated areas. • Provide traffic management and access control. • Conduct after-action review.
Mitigation	<ul style="list-style-type: none"> • Identify potential opportunities for mitigating the impacts of future incidents.

Cooperating Agency – Department of Emergency Management and Security

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (6 & 7).
Response	<ul style="list-style-type: none"> • Coordinate with county contracted security. • Coordinate the deployment of contracted security to shelters and other designated county facilities.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (8). • Coordinate with county contracted security. • Coordinate the deployment of contracted security to shelters and other designated county facilities.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (9).

Cooperating Agency – Department of Public Safety Communications

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (6 & 7). • Provide emergency communications.

	<ul style="list-style-type: none"> • Provide warnings and alerts through standing notification systems.
Response	<ul style="list-style-type: none"> • Provide emergency communications to public safety resources. • Dispatch public safety resources as requested.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (8). • Provide emergency communications. • Dispatch public safety resources as requested.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (9).

Cooperating Agency – Fairfax County Sheriff’s Office

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (6 & 7).
Response	<ul style="list-style-type: none"> • Staff the EOC Security Unit at the EOC. • Upon request, provide available assistance in the security of designated facilities. • Upon request, provide available assistance in site(s) access and control. • Upon request, provide available assistance to evacuations (control points, traffic management).
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (8). • Upon request, provide available assistance in security of designated recovery facilities.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (9).

Cooperating Agency – Office of County Attorney

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (6 & 7).
Response	<ul style="list-style-type: none"> • Provide legal counsel, opinions and interpretations, as appropriate. • Draft ordinances as appropriate.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (8).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (9).

V. SUPPORTING PLANS AND PROCEDURES

1. Fairfax County Police Department Emergency Operations Plan (2022)

ESF 14

Long Term Community Recovery

At the Federal level, ESF 14, a component of the National Response Framework (NRF), was superseded by the National Disaster Recovery Framework (NDRF). To remain in sync with the NRF and the NDRF, Fairfax County published the Pre-Disaster Recovery Plan (PDRP). ESF 14 provides a framework to promote long-term recoveries for communities; ESF 14 concepts are expanded in the PDRP and include recovery-specific leadership, organizational structure, planning guidance and other components needed to coordinate continuing recovery support to individuals, businesses, and communities.

The PDRP is a result of the collaborative efforts between the Fairfax County Department of Emergency Management and Security (DEMS) and the many other county departments and agencies that have emergency roles and responsibilities.

The PDRP incorporates comments and suggestions received from a variety of stakeholders including many partner agencies and organizations that provide critical support to the county during times of disaster.

The plan fulfills Fairfax County's commitment to maintain readiness capabilities for all phases of emergency management, and thus to be able to respond to disasters or large-scale emergencies. It also incorporates the National Incident Management System (NIMS) as the county standard for emergency response operations, as adopted by Fairfax County resolution on November 21, 2005.

The PDRP establishes the overall roles and responsibilities for emergency recovery operations, as well as the concept of operations for the county. It is intended to be used in conjunction with established operational procedures, plans, and protocols.

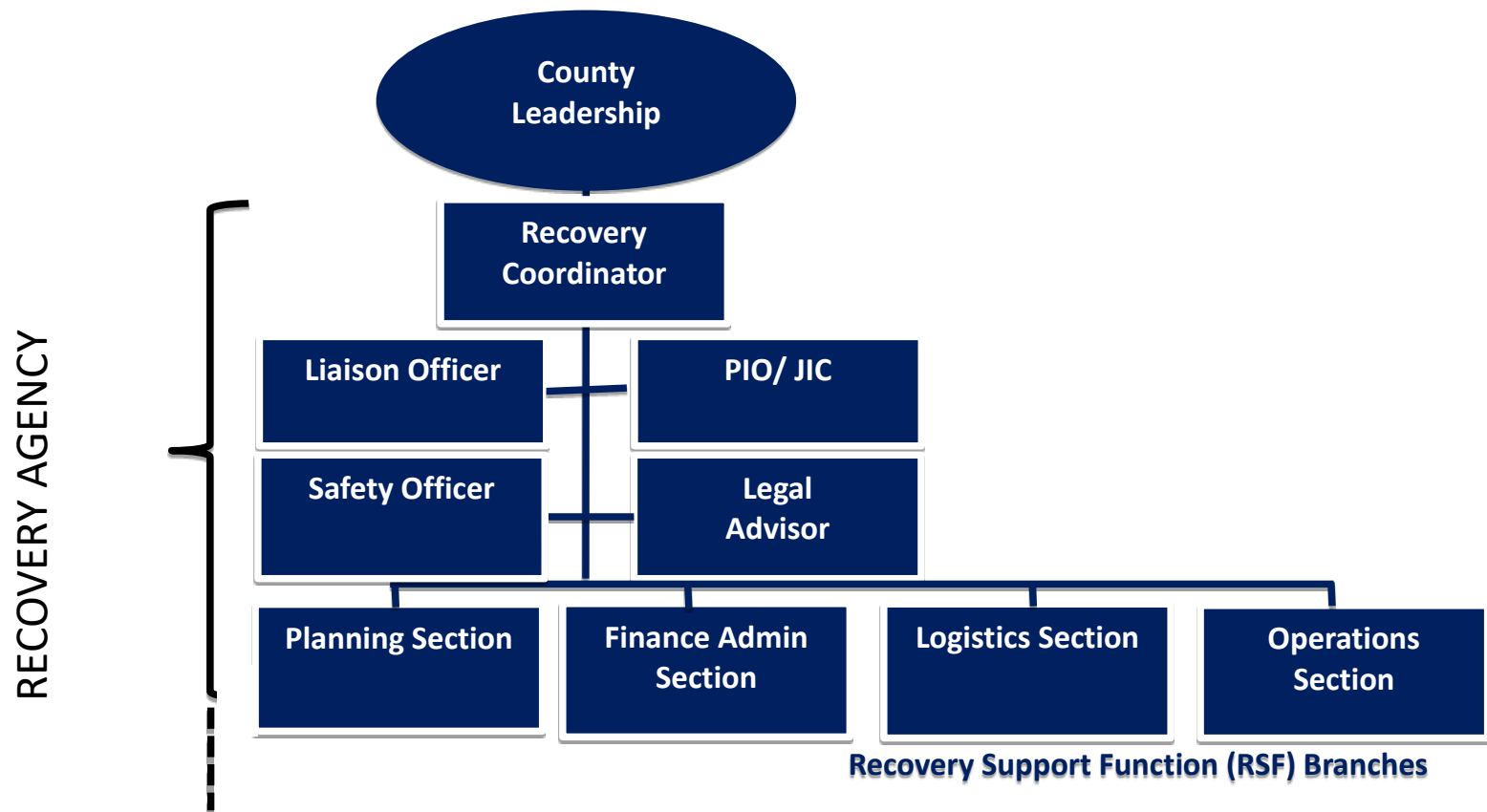
For detailed information regarding the roles and responsibilities of those agencies involved in the recovery process, please refer to the PDRP.

A. Recovery Agency Staff and Structure

The County Executive may establish a temporary Recovery Agency within the executive branch of the County Government. The Recovery Agency will comprise the leadership of the recovery effort, including the Recovery Coordinator who will serve as the Director of the Recovery Agency, and all Command and General Staff positions. The Recovery Coordinator will be a full-time appointment; Command and General Staff may be detailed to the Recovery Agency full or

part-time, depending on the situation. All staff detailed to the Recovery Agency will be properly credentialed upon mobilization.

The cost of Recovery Agency staff and recovery tasks will be borne by their home agencies, unless such costs are eligible for reimbursement under federal or state programs, or if other funding mechanisms are provided by the county.

Fully Activated Recovery Agency Structure (showing all Recovery Agency Staff)

B. Recovery Support Function (RSF) Branches

Recovery Support Function (RSF) Branches may be established within the Operations Section at the discretion of the Operations Section Chief. Recovery objectives will in large part be accomplished by staff at this level, working out of existing county agencies or in private or non-profit sector organizations, under the direction and coordination of Recovery Agency staff at the RSF Branch or Recovery Group level.

The RSF Branches identified in the PDRP are consistent with the federal NDRF. Depending on the scale of the incident and on recovery objectives, RSF Branches may staff their own Public Information Officers and Liaison Officers, who would have an indirect report to the Command Staff Public Information Officer and Liaison Officer and provide coordination.

Depending on the scope and scale of the incident, only those RSF Branches determined to be necessary will be activated. Branch Directors may remain in their home agency or be detailed part- or full-time from their home agencies to the temporary Recovery Agency, depending on the scope and scale of the incident.

The RSF Branches are:

- Community Recovery Planning
- Economic Recovery
- Housing
- Public Safety
- Community Services
- Infrastructure
- Natural and Cultural Resources

C. Recovery Groups

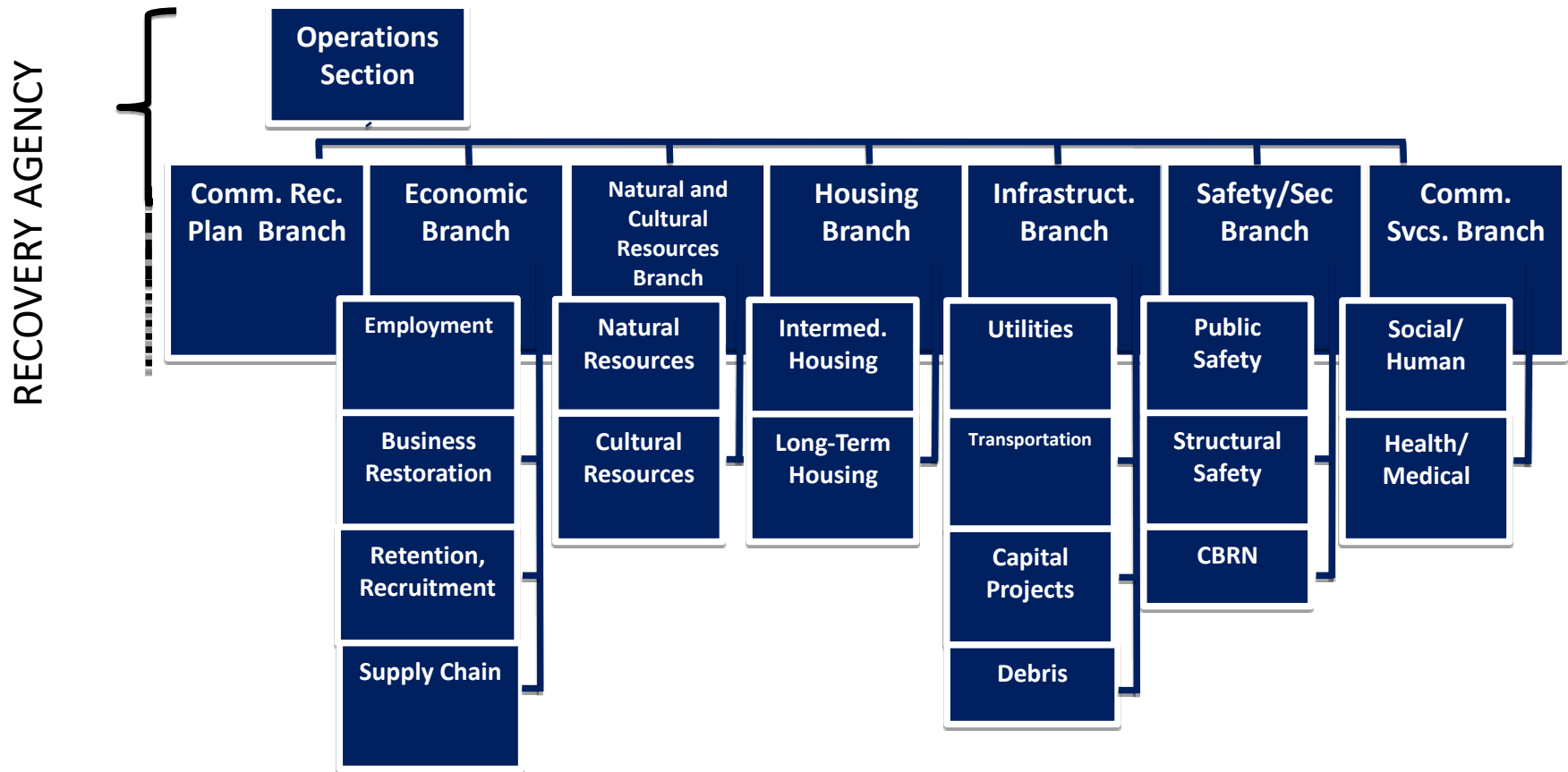
Recovery Groups represent functional groupings of county agencies and other organizations. Under an activated Recovery Agency, they will be subdivisions of the RSF Branches. Recovery Groups contain the assets and capabilities to implement goals and strategies identified in this PDRP and other incident-specific long-term recovery plans. Their purpose is to coordinate government, nongovernmental, and stakeholder agencies, departments, and organizations to support recovery operations.

Recovery Groups will be activated by the Operations Section Chief as early as the need for their services is identified. They may be needed to address recovery-specific issues, or to maintain continuity with response activities in order to address ongoing or unmet needs.

Depending on the scope and scale of the incident, only those Recovery Groups determined to be necessary will need to be activated. Group Supervisors may remain in their home agency or be detailed part- or full-time from their home agencies to the temporary Recovery Agency, again depending on the scope and scale of the incident.

To ensure scalability and flexibility in the mobilization of recovery operations, Recovery Groups may be activated (for ICS-purposes) as a branch, group, unit, or division, and may be functionally or geographically subdivided, at the discretion of the Operations Section Chief, as circumstances dictate and consistent with ICS.

Fully Activated Operations Section (showing all RSF Branches and Recovery Groups)



D. Pre-Disaster Recovery Plan

1. Fairfax County Pre-Disaster Recovery Plan (2020)
<https://www.fairfaxcounty.gov/emergencymanagement/sites/emergencymanagement/files/assets/pdrp%202020%20final.pdf>

ESF 15

External Affairs

COORDINATING AGENCY: *Office of Public Affairs*

Coordinating Agency	Office of Public Affairs (OPA)
Cooperating Agencies	Department of Animal Sheltering (DAS)
	Department of Cable and Consumer Services (DCCS)
	Department of Emergency Management and Security (DEMS)
	Department of Information Technology (DIT)
	Department of Public Safety Communications (DPSC)
	Department of Public Works and Environmental Services (DPWES)
	Fire and Rescue Department (FRD)
	Health Department (HD)
	Land Development Services (LDS)
	Police Department (PD)

I. MISSION STATEMENT

To monitor and provide timely and accurate information to the public, media, private sector, and Fairfax County elected officials and employees during emergencies or threatened emergencies and to provide protective action guidance as appropriate to save lives and protect property.

II. SCOPE AND POLICIES

- As the coordinating agency, Office of Public Affairs (OPA) will facilitate the process of developing a “common message” and communications strategy to ensure the consistency of information provided to the public, communities, and the private sector. All emergency response and recovery operations conducted under ESF 15 will be in accordance with the National Incident Management Systems (NIMS) and other federal guidelines.
- When three or more county agencies are involved in emergency operations, OPA, as the coordinating agency of ESF 15, will serve as the primary point-of-contact for the release of information to the media and public, and the monitoring and engagement between the county and its various stakeholders.

- This policy does not prevent supervisors at the Department of Public Safety Communications (DPSC) from providing basic information after coordination with ESF 15, nor does it preclude Public Information Officers (PIOs) from responding to media inquiries at the scene or sharing information on social media. In the event that an incident commander or county official releases time-sensitive or safety-related information at the scene, he or she will ensure that the same information is conveyed to ESF 15.
- It is critical that all points of information release are coordinated under the direction of OPA to ensure that the public receives accurate, current, and consistent information.
- Public information includes providing incident-related information through county tools, the media and other sources to individuals, families, businesses, and industries directly or indirectly affected by the incident. This includes but is not limited to social media tools as well as monitoring of traditional and non-traditional media sources.
- Community relations activities include identifying and communicating with community leaders (e.g., grassroots, political, religious, business, labor, and ethnic) and neighborhood advocacy groups to ensure a rapid dissemination of information, identify unmet needs, and establish an ongoing dialogue and information exchange.
- Government affairs includes coordination with the Deputy County Executive (DCEX) for Safety and Security who is the primary point person for establishing contact with members of the Fairfax County Board of Supervisors (BOS) and other elected officials representing the affected areas. OPA works to provide information on the incident and the status of response and recovery activities to the DCEX for distribution to the BOS and other elected officials.
- Public education on disaster preparedness is a critical component of ESF 15 and will be conducted on a year-round basis in conjunction with the ESF cooperating agencies.
- Depending upon the situation, ESF 15 may establish a Joint Information Center (JIC) or a Virtual Joint Information Center (VJIC) that may include representatives from the Public Information Officer (PIO) Corps and other cooperating agencies as determined by OPA. Depending upon the nature of the incident, technical experts may be needed from a variety of agencies.
- If the EOC is activated on a partial or full basis, a JIC or VJIC will automatically be activated. It may be activated for EOC monitoring level

activities, based upon the decision of OPA and/or the request of the Department of Emergency Management and Security (DEMS).

- ESF 15 will utilize all appropriate communication tools during an emergency, including, but not limited to public information releases, the emergency information blog, social and traditional media, Fairfax Alerts, the Fairfax County website, Fairfax County Government Radio, news conferences, local radio and television, media releases, community meetings, the Channel 16 emergency message system, and door-to-door contacts.
- In a scenario that has implications across the jurisdictions of the National Capital Region (NCR) a JIC or VJIC may be activated to ensure that consistent information is provided throughout the NCR. OPA will actively support a regional JIC by ensuring that any relevant documents and information is posted and by participating in collaboration on common regional messages. Staffing of a regional JIC is a priority but will be based on available staffing at the county JIC, which takes precedence. If a regional JIC can be staffed virtually from the county JIC, it will be the preferred method.
- In the event of a mass fatality incident, ESF 15 will provide support to the Family Assistance Center (FAC) to include family and media briefings, website postings, social media updates and other public information efforts, and will facilitate communications with family members.
- Should there be a need for a shelter or multiple shelters, ESF 15 will provide support to the shelter(s) and/or assistance centers to include family and media briefings, website postings, social media updates, and other public information efforts.

III. CONCEPT OF OPERATIONS

1. For emergency response operations involving only one or two agencies such as the Fire and Rescue (FRD) and Police Departments (PD), the on-scene Incident Commander determines the need for notifications and all public information is coordinated through the primary agency's public information office. This PIO will ensure that OPA is provided copies of relevant documents and kept apprised of field activities. OPA may provide support as requested or initiated, depending on the incident.
2. As an incident or threat escalates to involve three or more county agencies or a local emergency is declared, OPA will coordinate all public information. Prior to (or in the absence of) an activation of the Emergency Operations Center (EOC), coordination of public information will be through OPA.

3. OPA will coordinate and share information with other county departments and agencies through established protocols and procedures.
4. OPA will notify the ESF 15 cooperating agencies and the PIO Corps when activating a Joint Information Center. Other agencies and departments will provide representatives to the JIC or VJIC.
5. The JIC will operate as the coordination center for all public information activities related to the incident.
6. The coordinating agency will actively engage the ESF cooperating agencies in planning, training, and exercises to ensure an effective operation upon activation.
7. All ESF 15 agencies will develop content needed for public information release in the event of an emergency.
8. All ESF 15 agencies will develop and maintain supporting plans and procedures, as necessary, as well as an internal notification roster and inventory of assets.
9. ESF 15 will work with the cooperating agencies to complete after action reviews and participate in Fairfax County's Corrective Action Program (FC-CAP) to address documented areas of improvement.
10. All agencies in ESF 15 will, as appropriate, identify opportunities to mitigate the impact of future incidents.

IV. AGENCY ROLES AND RESPONSIBILITIES

Coordinating Agency – Office of Public Affairs

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Assist coordinating agencies in the development and communication of information on disaster planning and preparedness (public education). • Conduct planning, training, and exercises with cooperating agencies. • Maintain inventory of assets. • Maintain agency notification rosters. • Participate in resolution of ESF 15 after-action issues. • Maintain supporting plans and procedures (e.g., JIC). • Provide content for public information release. • Train agency staff for emergency assignments.

Response	<ul style="list-style-type: none"> • Approve agency developed message templates. • Monitor and engage on social media platforms. • Provide situational awareness updates based on social media and traditional media. • Maintain supporting plans and procedures. • Provide liaison(s) to state and/or federal Joint Information Centers. • Conduct press conferences and media briefings. • Establish a physical or virtual JIC. • Assist with development and communications of protective action guidance. • Provide emergency information to county employees, the media, the public, elected officials and the private sector. • Provide communications support to a FAC, Shelter, Service Information Center (SIC), etc. • Provide content for public information release.
Recovery	<ul style="list-style-type: none"> • Develop and communicate information on disaster assistance initiatives and programs. • Coordinate media briefings and inquiries. • Conduct after-action review. • Provide content for public information release.
Mitigation	<ul style="list-style-type: none"> • Identify opportunities to mitigate the impact of future incidents.

Cooperating Agency – Department of Animal Sheltering

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8). • Support public education initiatives on pet emergency preparedness.
Response	<ul style="list-style-type: none"> • Assist with animal sheltering information distribution.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Department of Cable and Consumer Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8). • Ensure that Channel 16 Emergency Message System is functional and operational.

Response	<ul style="list-style-type: none"> • Ensure that Channel 16 Emergency Message System is functional and operational. • Serve as technical advisor and provide assistance with audio/video feeds from the press room and other audio/visual needs county facilities. • Provide audio/visual recording services as needed.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (9). • Ensure the Channel 16 Emergency Message System is functional and operational. • Serve as technical advisor and provide assistance with audio/video feeds from the Government Center press room and other audio/visual needs. • Provide audio/visual recording services.
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (10). • Ensure that Channel 16 Emergency Message System is functional and operational. • Provide audio/visual recording services as needed.

Cooperating Agency – Department of Emergency Management and Security

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8). • Assist coordinating agency in the development and communication of information on disaster planning and preparedness (public education). • Coordinate community relations and emergency public information. • Respond to requests for information needed to address media or other public inquiries. • Support the technical needs of the county's communications and information systems.
Response	<ul style="list-style-type: none"> • Provide situational awareness. • Determine the need for protective action guidance and provide technical assistance. • Respond to requests for information needed to address media or other public inquiries. • Provide information from EOC to JIC.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (9). • Provide information on recovery assistance programs and operations.

	<ul style="list-style-type: none"> Respond to requests for information needed to address media or other public inquiries.
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Department of Information Technology

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8). Ensure county website is functional and operational and activate emergency banners. Support the technical needs of the county's communications and information systems. Serve as technical advisor and provide assistance with audio/visual feeds to/from the media and other related services at the MPSTOC and/or the JIC and other facilities across the county.
Response	<ul style="list-style-type: none"> Provide technical assistance. Ensure county website is functional and operational and activate emergency banners. Provide staff support to the GIS Unit in the Planning Section in the EOC. Serve as technical advisor and provide assistance with audio/visual feeds to/from the media and other related services at the MPSTOC and/or the JIC and other facilities across the county.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (9). Provide technical assistance. Provide GIS support. Ensure county website is functional and operational and activate emergency banners. Serve as technical advisor and provide assistance with audio/visual feeds to/from the media and other related services at the MPSTOC and/or the JIC and other facilities across the county.
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Department of Public Safety Communications

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).

Response	<ul style="list-style-type: none"> Assist with protective guidance information distribution.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Department of Public Works and Environmental Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> Assist with protective guidance information distribution.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Fire and Rescue Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8). Support public education initiatives on emergency preparedness.
Response	<ul style="list-style-type: none"> Assist with evacuation and protective guidance information distribution. Provide assistance in developing protective action guidance and other emergency information.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Health Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> Provide assistance in developing public information related to health issues and protective guidance.
Recovery	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> Refer to Concept of Operations above for shared mitigation responsibilities (10).

Cooperating Agency – Land Development Services

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> • Assist with protective guidance information distribution.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (10).

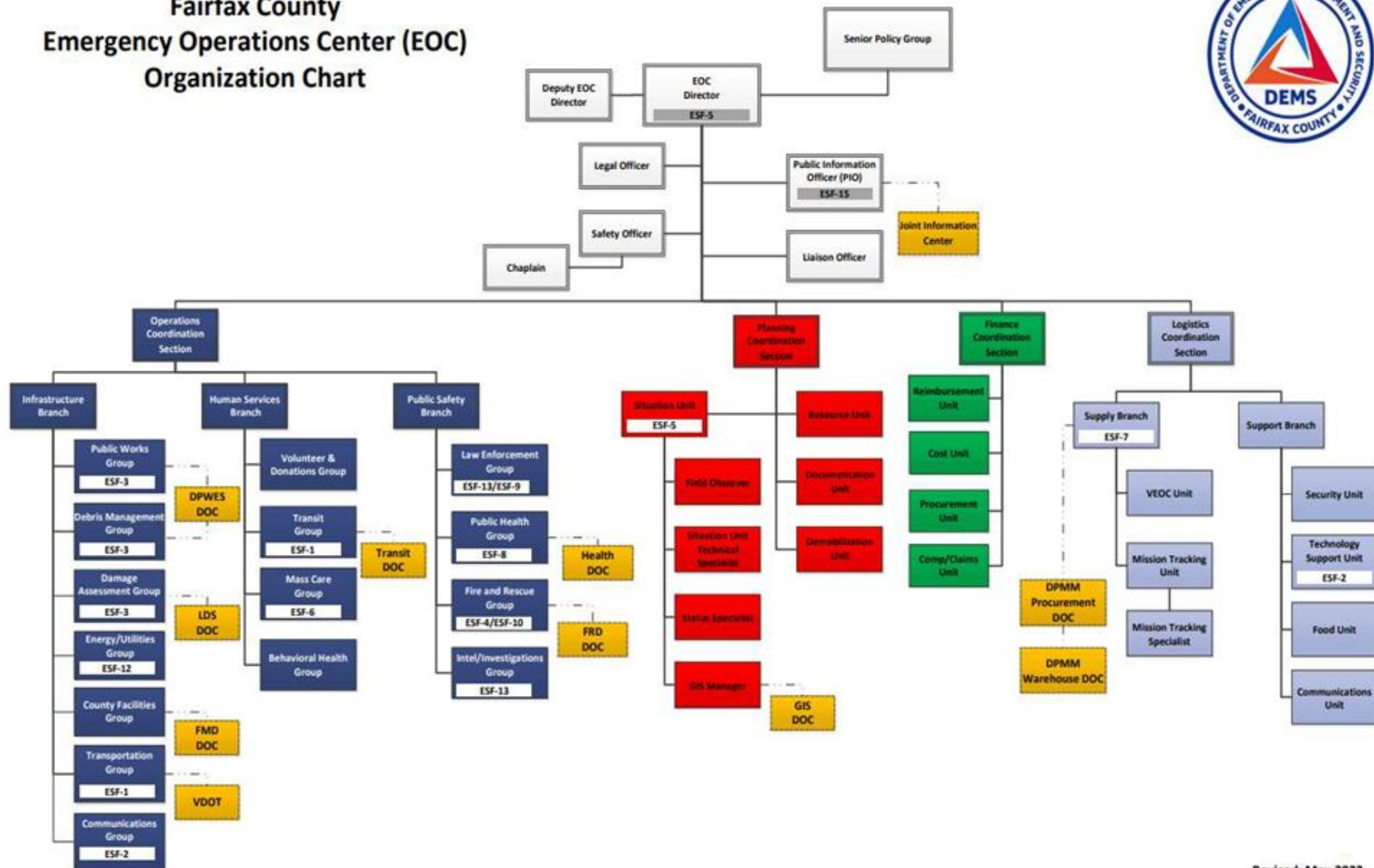
Cooperating Agency – Police Department

Phase	Roles and Responsibilities
Preparedness	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared preparedness responsibilities (7 & 8).
Response	<ul style="list-style-type: none"> • Assist with evacuation and protective guidance information distribution. • Provide traffic information, including road closures for public information release.
Recovery	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared recovery responsibilities (9).
Mitigation	<ul style="list-style-type: none"> • Refer to Concept of Operations above for shared mitigation responsibilities (10).

Appendix A – Emergency Operations Center Organizational Chart



Fairfax County Emergency Operations Center (EOC) Organization Chart



Revised: May 2023

Appendix B – Sample Formats and References

Table of Contents

Initial Damage Assessment Report
Situation Report Template
Sample Declaration of Local Emergency

LOCAL GOVERNMENT INITIAL DAMAGE ASSESSMENT REPORT

(This form should be submitted within 72 hours from the start of the event)

Required fields are followed by an (*) [Help](#)

Jurisdiction:	
Date/Time IDA Report Prepared:	03/13/ Time: 14:51
Preparer:	*
Call Back #:	Ex: [800-555-1212] *
Fax #:	Ex: [800-555-1212]
Email:	Ex: [loginname@isprovider.com] *
Emergency Type:	Fire If Other Specify:

PART I: PRIVATE PROPERTY (PRIMARY)

Type Property	# Destroyed	# Major Damage	# Minor Damage	# Affected	Estimated Dollar Loss
Category A					
Residential/Personal					\$
Category B					
Business/Industry					\$
Category C					
Agriculture					\$

PART II: PUBLIC PROPERTY (INCLUDES ELIGIBLE PRIVATE NON-PROFIT FACILITIES)

	Type of Property	Estimated Dollar Loss
Category A	Debris Removal	\$
Category B	Emergency Protective Measures	\$
Category C	Roads and Bridges	\$
Category D	Water Control Facilities	\$
Category E	Public Buildings and Equipment	\$
Category F	Public Utilities	\$
Category G	Parks and Recreational Facilities	%

ADDITIONAL COMMENTS

IF EVERYTHING IS CORRECT, THEN YOU ARE READY TO

Submit OR YOU CAN

Reset AND START OVER

Fairfax County DEMS Situation Report

Info that has changed since the last situation report will be highlighted in yellow.

Time: ##:##

Date: MM/DD/YYYY

Incident Name: Insert Incident Name

Internal Order Number: (If no number exists, delete this portion)

WebEOC Incident Name: (Insert WebEOC Incident Name)

County Operating Status:

- EOC Activation Level:
- County Status:
- School Status:
- Court Status:

Life Safety:

- Injuries
- Fatalities

Weather Report

- Give Current Weather Forecast
- Give future weather forecast (as needed)

Infrastructure Status

- Power: (Report total number of meter outages between NOVEC and Dominion Energy including percentages)
- Transportation: (Report Statuses of significant County and State road closures, Amtrak, Fastran, Connector VRE, and Metro)
- Gas: (Report any relevant gas outages)
- Water: (Report any relevant water issues)
- Communications: (Report any communication outages or issues including cellular, landline, Radios, and network.

- Hospitals: (Report any hospital issues including current hospitals at capacity)
- County Facilities: Significant Issues with County buildings including Schools, Libraries, Parks, and Public Safety Buildings.

Events and Activities

- (Insert all Public Works Events and Activities here)
- (Insert all Mass Care Events and Activities here)
- (Insert all Logistics and Resource Support (DPSM) Events and Activities here)
- (Insert all Public Information (PIO) Events and Activities here)
- (Insert all Volunteers and Donations Events and Activities here)
- (Insert all Damage Assessment Events and Activities here)
- (Insert all Health Department Events and Activities here)
- (Insert other Events and Activities here)

Sample Evacuation Order

EVACUATION ORDER

Due to _____, there has been _____ in certain areas of Fairfax County. Based on consultation with public safety staff and staff in the Department of Public Works and Environmental Services and information provided by Emergency Management and other staff, and the recommendation of staff that it is necessary to safeguard lives and property, I hereby approve the evacuation of that portion of Fairfax County specifically identified on the attached map. The Fire and Rescue Department is responsible for warning and coordinating evacuation efforts, and other County departments shall carry out their respective responsibilities under the Fairfax County Operations Plan.

Dated: _____

Director of Emergency Management

YOUR INSTRUCTIONS

- 1 All persons residing within the _____ (name of area) are advised to evacuate immediately. The area covered runs _____ (give boundaries of evacuation area) _____.
- 2 Persons leaving the area are asked to leave via: _____ (evacuation route) _____.
- 3 If you cannot stay with relatives or friends outside the evacuation area, go to one of these temporary shelters: _____.
- 4 If you do not go to one of the temporary shelter(s) call _____ to inform officials of your whereabouts for the next few days.
- 5 Take only essential items - - medicine, special foods, valuable papers, baby supplies - but do not overload your car. Secure your home before you leave. Lock windows and doors, turn off water and gas, and disconnect all electrical appliances except refrigerators and freezers.
- 6 Be sure to check on any neighbors who may need assistance.
- 7 If you cannot make arrangements for someone outside the evacuation area to take care of your pets, Fairfax County Animal Control will provide temporary shelter for your pet(s).

FUNCTIONAL NEEDS:

9. If you have no means of transportation, ask for help from a neighbor or friend, or walk to one of the following pickup points: _____ (list of locations) _____.
10. If you are physically unable to go to one of the pickup points, call: _____ Telephone # _____.

Sample Declaration of Local Emergency

WHEREAS, due to *[name or description of event]*, Fairfax County, Virginia, is facing dangerous conditions of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate the damage, loss, hardship or suffering threatened or caused thereby; and

WHEREAS, the conditions of extreme peril to life and property necessitate the declaration of a local emergency pursuant to the Commonwealth of Virginia Emergency Services and Disaster Law of 2000, codified at Virginia Code §§ 44-146.13 through 44-146.28.1; and

WHEREAS, circumstances do not permit the governing body to convene to consent to the declaration of a local emergency; now therefore, it is hereby

DECLARED, subject to confirmation by the Board of Supervisors on or before *[next Board of Supervisors meeting, or fourteen (14) days, whichever is sooner]* that, effective *[date, time]*, a local emergency will exist throughout Fairfax County; and it is

FURTHER DECLARED that the Fairfax County Emergency Operations Plan is now in effect, and that the powers, functions, and duties of the Director of Emergency Management and the Emergency Management organization of the County of Fairfax shall be those set forth in the laws of the Commonwealth of Virginia, and the ordinances, resolutions, and approved plans of Fairfax County in order to mitigate the effects of this emergency.

Dated: _____

[Name]
 Director of Emergency Management

Sample Resolution Confirming The Declaration Of Local Emergency

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia on *[date]*, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Commonwealth of Virginia Emergency Services and Disaster Law of 2000, codified at Virginia Code §§ 44-146.13 through 44-146.28.1, authorizes the Director of Emergency Management to declare the existence of a local emergency when the governing body cannot convene, subject to confirmation by the governing body at its next regularly scheduled meeting or at a special meeting within fourteen days of the declaration; and

WHEREAS, circumstances associated with *[name or description of events]* created the potential of an emergency that threatened to be of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate the damage, loss, hardship or suffering threatened or caused thereby; and

WHEREAS, the potential of such an emergency necessitated the Declaration of a Local Emergency by the Director of Emergency Management, effective *[date, time]*; and

WHEREAS, circumstances did not permit the governing body to convene to consent to the declaration of a local emergency; and

WHEREAS, the Director of Emergency Management terminated the local emergency effective *[date, time]* after determining that all coordinated local government emergency actions had been taken and it was no longer necessary for the Declaration of Local Emergency to remain in effect; and

WHEREAS, the Board of Supervisors of Fairfax County seeks to confirm the Declaration of Local Emergency and to approve and consent to all actions taken by the Director of Emergency Management and County staff pursuant to the declaration and the Fairfax County Emergency Operations Plan;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County

1. Confirms the Declaration of Local Emergency dated *[date]*; and
2. Approves and consents to all actions taken by the Director of Emergency Management and County staff pursuant to the Declaration of Local Emergency and the Fairfax County Emergency Operations Plan; and
3. Confirms the termination of the local emergency effective *[date, time]*.

A Copy Teste:

[name]

Clerk of the Board of Supervisors

Appendix C – Succession of Authority

Continuity of operations is critical to the successful execution of disaster operations. Therefore, the following lines of succession are specified in anticipation of any contingency, which might result in the unavailability of the ranking member of the administrative hierarchy. The decision-making authority for each organization is listed by position in decreasing order.

Board of Supervisors

Chairman
Vice Chairman

Office of the County Executive

County Executive
Deputy County Executive

Department of Animal Sheltering

Director
Business Operations Manager
Animal Care Manager
Daily Operations Manager
Communications and Outreach Manager

Department of Cable and Consumer Services

Director
Director – Communications Productions Division
Director – Communications Policy and Regulation

Department of Code Compliance

Director
Deputy Director Operations
Deputy Director Code Authority

Department of Emergency Management and Security

Coordinator
Deputy Coordinator
Deputy Coordinator
Continuity Program Manager

Department of Family Services

Director
Deputy Director, Operations
Division Director, Programs and Services
Division Director, Children, Youth and Families
Division Director, Adults and Aging
Division Director, Public Assistance
Director, Domestic and Sexual Violence Services

Department of Finance

Director
Deputy Director
Chief, Operations and IT Division

Department of Housing and Community Development

Director
Deputy Director, Operations
Deputy Director, Real Estate

Department of Human Resources

Director
Deputy Director
Director, Strategic Initiatives

Department of Information Technology

Director /Chief Technology Officer
Deputy Director of Infrastructure
Deputy Director of Solutions
Chief of Information Security Officer

Department of Management and Budget

Director
Deputy Director
Budget Coordinator
FBSG Coordinator

Department of Neighborhood and Community Services

Director
Assistant Director, Administration
Assistant Director, Operations

Department of Planning and Development

Director
Deputy Director
Director, Planning Division
Director, Zoning Administration

Department of Public Safety Communications

Director
Assistant Director – 9-1-1 Dispatch Operations
Assistant Director – Support Services
On-Duty Communications Operations Manager

Department of Public Works and Environmental Services

Director
DPWES Deputy Director-Capital Facilities
DPWES Deputy Director – Solid Waste
DPWES Assistant Director

Department of Procurement and Material Management

Director
Deputy Director
Division Director, Contracts

Department of Tax Administration

Director
Director, Real Estate Division
Director, Personal Property

Department of Transportation

Director
Chief, Capital Projects and Traffic Engineering
Chief, Transit Services Division

Department of Vehicle Services

Director
Assistant Director of Operations
Assistant Director of Administration

Facilities Management Department

Director
Assistant Director for Design, Engineering, and Construction
Assistant Director for Operations and Maintenance
Assistant Director for Real Estate Services

Fairfax County Park Authority

Director
Deputy Director / Chief Operating Officer
Division Director – Park Operations

Fairfax County Public Libraries

Director

Fairfax County Public Schools

Superintendent
Division Superintendent
Deputy Superintendent
Chief Operating Officer
Chief of Staff
Chief Academic Officer
Assistant Superintendent of Facilities and Transportation
Assistant Superintendent of Human Resources

Fairfax-Falls Church Community Service Board

Executive Director
Deputy Director of Clinical Operations
Deputy Director of Administrative Operations
Assistant Deputy, Acute and Therapeutic Treatment Services

Fire and Rescue Department

Chief
Assistant Chief, Office of the Fire Chief
Assistant Chief, Administrative Services Bureau
Assistant Chief, Operations

Health Department

Director
Deputy Director for Medical Services
Deputy Director for Health Services
Director of Patient Care Services
Director of Environmental Health

Land Development Services

Director, LDS
Director of Operations, LDS
Director, BD

Office of the County Attorney

County Attorney
Deputy County Attorney for Personnel
Deputy County Attorney for General Law

Office of Environmental and Energy Coordination

Director

Office of Public Affairs

Director
Deputy Director(s)
External Communications Team Lead

Office of Sheriff

Sheriff
Chief Deputy of Operations
Chief Deputy of Administration

Park Authority

Director
Deputy Director / Chief Operating Officer
Division Director – CBD

Police Department

Chief
Executive Deputy Chief
Deputy Chief (Time in grade)

Appendix D – Glossary of Terms

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Representative: A person assigned by a primary, assisting, or cooperating federal, state, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

American Red Cross: An organization charged by statute and agreements with the responsibility of helping meet the human needs of disaster victims.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an EOC facility or at some location other than an ICP.

Available Resources: Resources assigned to an incident, checked in, and available for use.

Awareness: The continual process of collecting, analyzing, and disseminating intelligence, information, and knowledge to allow organizations and individuals to anticipate requirements and to react effectively.

Biological Agents: Living organisms or the materials derived from them that cause disease in or harm to humans, animals, or plants or cause deterioration of material. Biological agents may be used as liquid droplets, aerosols, or dry powders.

Casualty: Any person who is declared dead or is missing, ill, or injured.

Chemical Agent: A chemical substance that is intended to kill, seriously injure, or incapacitate people through physiological effects. Generally separated by severity of effect: lethal, blister, and incapacitating.

Command Staff: In an incident management organization, the Command Staff consists of the Incident Commander and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

Coordination: The process of systematically analyzing a situation, developing relevant information, and informing appropriate personnel of viable alternatives for selection of the most effective combination of available resources to meet specific objectives.

Coordinator of Emergency Management: A person who manages the development and coordination of emergency management plans, is the liaison with state and federal authorities and coordinates volunteer personnel, public and private agencies.

Critical Infrastructure: Systems and assets, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.

Cyber: Pertaining to computers and their support systems, such as servers, routers, and switches, which support critical infrastructure.

Declaration of Emergency: Whenever, in the opinion of the governing official, the safety and welfare of the people of the jurisdiction require the exercise of extreme emergency measures due to a threatened or actual disaster, they may declare a state of emergency to exist.

Deputy: A fully qualified individual who, in the absence of a superior, could be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy could act as relief for a superior and therefore must be fully qualified in the position.

Disaster Housing: Provides up to 18 months temporary housing assistance, using local resources, for displaced persons whose residences were heavily damaged or destroyed. Funding also can be provided for housing repairs and replacement of damaged items to make homes habitable.

Disaster Grants: Available to help meet other serious disaster related needs and necessary expenses not covered by insurance and other aid programs. These may include replacement of personal property, and transportation, medical, dental and funeral expenses.

Disaster Recovery Center (DRC): A facility established in a centralized location within or near the disaster area at which disaster victims (individuals, families, or businesses)

apply for disaster aid. Commonwealth and federal officials may establish one or more DRC within federally declared jurisdiction where One-on-one assistance can be provided to disaster survivors.

Emergency/Disaster: An event that demands a crisis response beyond the scope of any single line agency or service and that presents a threat to a community or larger area. An emergency is usually an event that can be controlled within the scope of local capabilities; a major emergency or disaster usually requires resources beyond what is available locally.

Emergency Alert System (EAS): A network of broadcast stations interconnecting facilities authorized by the Federal Communications Commission(FCC) to operate in a controlled manner to warn and inform the public of needed protective actions in the event of a disaster or emergency situation.

Emergency Management: The preparation for and the carrying out of functions (other than functions for which military forces are primarily responsible) to prevent, minimize, and repair injury and damage resulting from natural or man-made disasters. These functions include fire-fighting, police, medical and health, rescue, warning, engineering, communications, evacuation, resource management, plant protection, restoration of public utility services, and other functions related to preserving the public health, safety, and welfare.

Emergency Operations Center (EOC): The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, County, city, tribal), or by some combination thereof.

Emergency Operations Plan (EOP): A document which provides for a preplanned and coordinated response in the event of an emergency or disaster situation.

Emergency Public Information: Information that is disseminated primarily in anticipation of an emergency or during an emergency. In addition to providing situational information to the public, it also frequently provides directive actions required to be taken by the general public.

Emergency Support Function (ESF): A function which tasks agencies to provide or to coordinate certain resources in response to emergencies or disasters.

Evacuation: The movement of persons from a dangerous place due to the threat or occurrence of a disaster or emergency incident.

Federal: Of or pertaining to the Federal Government of the United States of America.

National Response Framework (NRF): The National Response Framework establishes a process and structure for the systematic, coordinated, and effective delivery of federal assistance to address the consequences of any major disaster or emergency declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S. Code [USC], et seq.).

First Responder: Local and nongovernmental police, fire, and emergency personnel who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel who provide immediate support services during prevention, response, and recovery operations. First responders may include personnel from Federal, State, local, tribal, or nongovernmental organizations.

Geographic Information System (GIS): A computer system capable of assembling, storing, manipulating, and displaying geographically referenced information, i.e. data identified according to their locations.

Hazard Mitigation: Funding for measures designed to reduce future losses to public and private property.

Hazardous Material: Hazardous material can be a substance or material, including a hazardous substance that has been determined to be capable of posing an unreasonable risk to health, safety, and property. It may also mean a hazardous substances, pollutants, and contaminants.

Hazardous Substance: As defined by the National Contingency Plan (NCP), any substance designated pursuant to section 311(b)(2)(A) of the Clean Water Act; any element, compound, mixture, solution, or substance designated pursuant to section 102 of the Comprehensive Environmental Response, compensation, and Liability Act (CERCLA); any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (but not including any waste the regulation of which under the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.) has been suspended by act of Congress); any toxic pollutant listed under section 307(a) of the Clean Water Act; any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. § 7521 et seq.); and any imminently hazardous chemical substance or

mixture with respect to which the EPA Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.).

Incident: An occurrence or event, natural or human caused, that requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incident Action Plan (IAP): An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

Incident Command Post (ICP): The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

Incident Command System (ICS): A model for disaster response that uses common terminology, modular organization, integrated communications, unified command structure, action planning, manageable span-of-control, predesignated facilities, and comprehensive resource management. In ICS there are five functional elements: Command, Operations, Logistics, Planning and Finance/Administration.

Incident Commander (IC): The individual responsible for the management of all incident operations.

Individual Assistance: Aid to individuals and households under a Major Disaster Declaration.

Infrastructure: The man-made physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

Initial Damage Assessment Report: A report that provides information regarding overall damage to public and private property, thereby providing a basis for an emergency declaration and/or disaster assistance.

Initial Response: Resources initially committed to an incident.

Joint Field Office (JFO): An administrative office established by FEMA and staffed by appropriate federal/state personnel following a disaster declaration by the president. The Disaster Field Office is the primary field location for the coordination of response and recovery operations.

Joint Information Center (JIC): Is a facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Joint Information System (JIS): The JIS refers to processes, procedures, and systems for communicating timely and accurate information to the public during crisis or emergency situations

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authorities. Jurisdictional authority at an incident can be political or geographical (e.g., city, County, tribal, state, or federal boundary lines) or functional (e.g., law enforcement, public health).

Coordinating/Primary Agency: While several County departments will be performing varied and critical tasks during a disaster, in most cases only one agency will be considered the “coordinating” or ‘primary agency.’ The primary response agency shall be responsible for detailed planning, testing, and evaluation of their respective emergency support function(s) plans/activities. The Department Director of the primary agency shall serve as the principal advisor to the County Executive during the response and recovery phase. In addition, the Department Director of the primary agency must assure that essential operations of his/her agency will continue, unless otherwise directed by the County Executive or his/her designee.

Liaison Officer (LOFR): A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

Local Emergency: The condition declared by the local governing body when, in its judgment, the threat or actual occurrence of a disaster is or threatens to be of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate loss of life, property damage, or hardship. A local emergency arising wholly or substantially out of a resource shortage may be declared only by the Governor, upon petition of a local governing body, when he deems the situation to be of sufficient magnitude to warrant coordinated local government action to prevent or alleviate the hardship or suffering threatened or caused thereby.

Local Government: A County, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization or, in Alaska, a Native Village or Alaska Regional Native Corporation; or a rural community, unincorporated town or village, or other public entity. (As defined in section 2(10) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Low-Interest Disaster Loans: Loans available after a disaster for homeowners and renters from the U.S. Small Business Administration (SBA) to cover uninsured property losses. Loans may be for repair or replacement of homes, automobiles, clothing or other damaged personal property. Loans are also available to businesses for property loss and economic injury.

Major Disaster Declaration: Any natural or man-made disaster in any part of the United States which, in the determination of the President of the United States, is or thereafter determined to be of sufficient severity and magnitude to warrant disaster assistance above and beyond emergency services by the federal government to supplement the efforts and available resources of local and state governments, and relief organizations in alleviating the damage, loss, hardship, or suffering caused.

Man-made Disaster: Any industrial, nuclear, or transportation accident, explosion, conflagration, power failure, resource shortage, or other condition such as sabotage, oil spills, and other injurious environmental contaminations which threaten or cause damage to property, human suffering, hardship, or loss of life caused by an individual or individuals.

Memorandum of Understanding (MOU): An agreement between agencies (internal and external) located within the jurisdictions on cooperative efforts and services, which would be provided during a disaster. The agencies involved usually maintain command of their personnel while providing specific services to the community at large and in conjunction with the normal resources available in the community.

Mitigation: Mitigation is any activity taken to eliminate or reduce the degree of long-term risk to human life and property from natural, technological, and human-caused hazards.

Mobilization: The process and procedures used by all organizations—federal, state, local, and tribal—for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Mobilization Center: A location at which response personnel and resources are received and positioned for deployment to a local staging area or directly to an incident site. A mobilization center can serve as both an incident facility and a tactical facility. It serves specific logistical (incident) functions, including receiving, documenting, and temporary warehousing of equipment when required; and issuing disaster equipment and supplies. It also acts as a support center for responding tactical teams (accommodating team personnel, including food and lodging).

Mutual Aid Agreement (MAA): A written agreement between agencies and/or jurisdictions in which they agree to assist one another, upon request, by furnishing personnel and equipment in an emergency situation.

National: Of a nationwide character, including the federal, state, local, and tribal aspects of governance and policy.

National Incident Management System (NIMS): A system mandated by HSPD-5 that provides a consistent, nationwide approach for Federal, State, local, and tribal governments; the private sector; and NGOs to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multiagency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

National Response System: Pursuant to the NRF, the mechanism for coordinating response actions by all levels of government (40 CFR § 300.21) for oil and hazardous substances spills and releases.

National Weather Service (NWS): The federal agency which provides localized weather information to the population, and during a weather-related emergency, to state and local emergency management officials.

Natural Disaster: Any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, drought, fire, or other natural catastrophe resulting in damage, hardship, suffering, or possible loss of life.

Natural Resources: Natural resources include land, fish, wildlife, domesticated animals, plants, biota, and water. Water means salt and fresh water, surface and ground water, including water used for drinking, irrigation, aquaculture, and recreational purposes, as well as in its capacity as fish and wildlife habitat, including coral reef ecosystems as defined in 16 U.S.C. 64501. Land means soil, surface and subsurface minerals, and other terrestrial features.

Nongovernmental Organization (NGO): A nonprofit entity that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Preparedness: Preparedness is any activity taken in advance of an emergency to develop, support and enhance operational capabilities and to facilitate an effective and efficient response and recovery to an emergency situation.

Presidential Declaration: A presidential declaration frees up various sources of assistance from the Federal government based on the nature of the request from the governor.

Prevention: Actions taken to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions taken to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Public Assistance: Aid available to state or local governments to pay part of the costs of rebuilding a community's damaged infrastructure. Public Assistance may include debris removal, emergency protective measures and public services, repair of damaged public property, loans needed by communities for essential government functions and grants for public schools.

Public Health: Protection, safety, improvement, and interconnections of health and disease prevention among people, domestic animals and wildlife.

Public Information Officer (PIO): A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident related information requirements.

Public Works: Work, construction, physical facilities, and services provided by governments for the benefit and use of the public.

Recovery: Recovery in the short-term is any activity to return vital life-support systems and critical infrastructure to minimum operating standards; and in the long-term any activity designed to return life to normal or an improved state.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Response is any action taken immediately before, during, or after an emergency situation to reduce casualties, save lives, minimize damage to property, and enhance the effectiveness and speed of recovery.

Search and Rescue: The employment of available personnel, equipment and facilities in rendering aid to persons and property in distress, or potential distress, in the air, water or on the land.

Service Information Center: A SIC is an information and resource facility established by the County to effectively communicate response and recovery information to the public, provide recovery services to the public, streamline the recovery process, and alleviate the burdens of recovery for impacted populations.

Situation Assessment: The evaluation and interpretation of information gathered from a variety of sources (including weather information and forecasts, computerized models, GIS data mapping, remote sensing sources, ground surveys, etc.) that, when communicated to emergency managers and decision makers, can provide a basis for incident management decision making.

Standard Operating Procedures (SOP): Guidelines for operating procedures in an emergency; includes equipment, processes and methods.

State of Emergency: The condition declared by the Governor when, in his judgment, a threatened or actual disaster in any part of the State is of sufficient severity and magnitude to warrant disaster assistance by the State to supplement local efforts to prevent or alleviate loss of life and property damage.

Strategic: Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Telecommunications: The transmission, emission, or reception of voice and/or data through any medium by wire, radio, other electrical electromagnetic or optical means. Telecommunications includes all aspects of transmitting information.

Terrorism: Any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (b) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

Threat: An indication of possible violence, harm, or danger.

Unaffiliated Volunteer: An individual who is not formally associated with a recognized voluntary disaster relief organization or assigned to an agency; also known as a spontaneous or emergent volunteer.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single Incident Command Post and to establish a common set of objectives and strategies and a single Incident Action Plan.

Volunteer: Any individual accepted or assigned to perform services by an agency that has authority to accept volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed.

Warning: The alerting of public officials, emergency support services, and the general public to a threatened emergency or disaster situation.

Weapon of Mass Destruction (WMD): As defined in Title 18, U.S.C. § 2332a: (1) any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or missile having an explosive or incendiary charge of more than one-quarter ounce, or mine or similar device; (2) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals or their precursors; (3) any weapon involving a

disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

Appendix E – Acronyms

ADA – Americans with Disabilities Act
AEOC – Alternate Emergency Operations Center
ARC – American Red Cross
ARES – Amateur Radio Emergency Services
BOS – Board of Supervisors
CAD – Computer Automated Dispatch
CERT – Community Emergency Response Team
CISM – Critical Incident Stress Management
COOP – Continuity of Operations Plan
CoVEOP – Commonwealth of Virginia Emergency Operations Plan
C-POD – Commodities Points of Distribution
CSB – Fairfax-Falls Church Community Services Board
CSP – Coordinated Services Planning
DAS – Department of Animal Sheltering
DBHDS – Virginia’s Department of Behavioral Health and Developmental Services
DCC – Department of Code Compliance
DCCS – Department of Cable and Consumer Services
DCEX – Deputy County Executive
DEMS – Department of Emergency Management and Security
DFS – Department of Family Services
DHR – Department of Human Resources
DHS – U.S. Department of Homeland Security
DIT – Department of Information Technology
DMB – Department of Management and Budget
DMORT – Disaster Mortuary Operation Response Teams
DOC – Department Operation Centers
DoD – U.S Department of Defense
DOE – U.S. Department of Energy
DOF – Department of Finance
DOT – Department of Transportation

DPD – Department of Planning and Development
DPMM – Department of Procurement and Material Management
DPSC – Department of Public Safety Communications
DPWES – Department of Public Works and Environmental Services
DRC – Disaster Recovery Centers
DTA – Department of Tax Administration
DVS – Department of Vehicle Services
EAN – Employee Alert Network
EAS – Emergency Alert System
EMAC – Emergency Management Assistance Compact
EMAP – Emergency Management Accreditation Program
EMnet – Emergency Management Notification Network
EOC – Emergency Operations Center
EOC-AP – Emergency Operations Center Action Plan
EOCD – Emergency Operations Center Director
EOP – Emergency Operations Plan
EPA – U.S. Environmental Protection Agency
ERL – Emergency Response List
ESF – Emergency Support Function
FAC – Family Assistance Center
FBI – Federal Bureau of Investigation
FCC – Federal Communications Commission
FCIA – Faith Communities in Action
FCPA – Fairfax County Park Authority
FCPL – Fairfax County Public Libraries
FCPS – Fairfax County Public Schools
FCRC – Fairfax County Recovery Center
FCSO – Office of the Sheriff
FDA – Food and Drug Administration
FEMA – Federal Emergency Management Agency
FMD – Facilities Management Department
FRD – Fire and Rescue Department
FSIS – Food Safety and Inspection Services

GIS – Geographic Information Systems
HCD – Department of Housing and Community Development
HD – Health Department
HHS – U.S. Department of Health and Human Services
HMGP – Hazard Mitigation Grant Program
IAP – Incident Action Plan
IC – Incident Command
ICP – Incident Command Post
ICS – Incident Command System
IDA – Initial Damage Assessment
IMT – Incident Management Team
IPAWS – Integrated Public Alert and Warning System
IT – Information Technology
JFO – Joint Field Office
JIC – Joint Information Center
JIS – Joint Information System
LDS – Land Development Services
LEPC – Local Emergency Planning Committee
LOA – Letter of Agreement
LOFR – Liaison Officer
MACC – Multi-Agency Coordination Center
MCS – Multiagency Coordination System
MDW – Military District of Washington
MOU – Memorandum of Understanding
MRC – Medical Reserve Corps
MWAA – Metropolitan Washington Airport Authority
MWCOG – Metropolitan Washington Council of Governments
NCR – National Capital Region
NCS – Department of Neighborhood and Community Services
NDMS – National Disaster Medical System
NDRF – National Disaster Recovery Framework
NGO – Non-governmental Organizations
NIMS – National Incident Management System

NOAA – National Oceanic and Atmospheric Administration
NOVEC – Northern Virginia Electric Cooperative
NRF – National Response Framework
NVERS – Northern Virginia Emergency Response System
NVRC – Northern Virginia Regional Commission
NVRIC – Northern Virginia Regional Intelligence Center
NWS – National Weather Service
OCA – Office of the County Attorney
OCME – Commonwealth of Virginia, Office of the Chief Medical Examiner
OEEC – Office of Environmental and Energy Coordination
ONCRC – Office of National Capital Region Coordination
OPA – Office of Public Affairs
OSC – On-Scene-Coordinator
PD – Police Department
PDA – Preliminary Damage Assessment
PDRP – Fairfax County Pre-Disaster Recovery Plan
PIO – Public Information Officer
POD – Point of Dispensing
PSA – Public Service Announcements
RECF – Regional Emergency Coordination Framework
RHCC – Regional Healthcare Coordination Center
RICCS – Regional Incident Communication and Coordination System
SARA – Superfund Amendments and Reauthorization Act
SBA – Small Business Administration
SHMO – State Hazard Mitigation Officer
SIC – Service and Information Center
SNS – Strategic National Stockpile
SOFR – Safety Officer
SPG – Senior Policy Group
SWMA – Statewide Mutual Aid Program
UC – Unified Command
UOSA – Upper Occoquan Service Authority
USCG – United States Coast Guard

USDA – United States Department of Agriculture
VCMC – Volunteer Coordination and Mobilization Center
VDACS – Virginia Department of Agriculture and Consumer Affairs
VDEM – Virginia Department of Emergency Management
VDEQ – Virginia Department of Environmental Quality
VDH – Virginia Department of Health
VDOT – Virginia Department of Transportation
VEOC – Virginia Emergency Operations Center
VIPS – Volunteers in Police Service
VNG – Virginia National Guard
VOAD – Volunteer Organizations Active in Disaster
VRE – Virginia Railway Express
VSP – Virginia State Police
WEA – Wireless Emergency Alert
WMATA – Washington Metropolitan Area Transit Authority
WMD – Weapon of Mass Destruction

ADMINISTRATIVE - 2

Resolution to Adopt the Updated Northern Virginia Regional Hazard Mitigation Plan

ISSUE:

The purpose of this regional initiative has been to update the comprehensive multijurisdictional plan aimed at all hazards mitigation. This is a prerequisite for continued area funding under the Federal Pre-Disaster and Hazard Mitigation Grant Programs under the Disaster Mitigation Act of 2000 that the plan be updated every 5 years.

RECOMMENDATION:

The County Executive recommends the adoption of the Updated Northern Virginia Regional Hazard Mitigation Plan.

TIMING:

Board action is requested on June 27, 2023. Local approval by each governing body is required to put the plan into effect.

BACKGROUND:

The Disaster Mitigation Act of 2000, as amended, requires that local governments, develop, adopt and update natural hazard mitigation plans in order to receive certain federal assistance.

Fairfax County received a grant to update the previous Hazard Identification and Risk Assessment (HIRA) portion of the plan and led a Mitigation Advisory Committee (*MAC), comprised of representatives from the Counties of Arlington, Fairfax, Loudoun, and Prince William; the Cities of Alexandria, Fairfax, Falls Church, Manassas, and Manassas Park; and their inclusive towns was convened in order to assess the risks of hazards facing the Northern Virginia region, and to make recommendations on actions to be taken to mitigate these hazards.

The Fairfax County Office of Public Affairs posted the draft plan to the Fairfax County external website, Twitter and Facebook for a public comment period of thirty days. Each jurisdiction made similar arrangements through their own resources for a public comment period. Once all the relevant updates were made and new information applied, the draft plan was forwarded to the Virginia Department of Emergency

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Management (VDEM) for review and subsequent submittal to the Federal Emergency Management Agency (FEMA).

Having a FEMA approved Hazard Mitigation Plan makes the participating jurisdictions eligible for Pre and Post Hazard Mitigation Grant funding from FEMA. The recent events of the derecho, Hurricane Sandy, and Winter Storm Jonas are captured in the current draft that was forwarded to VDEM and FEMA for approval.

Local approval by each local governing body is required to put the plan into effect in that jurisdiction.

EQUITY IMPACT:

None.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Resolution to adopt the Northern Virginia Regional Hazard Mitigation Plan

Attachment 2: 2023 Northern Virginia Regional Hazard Mitigation Plan available online at – [2022 northern virginia hazard mitigation plan_combined.pdf \(fairfaxcounty.gov\)](#)

STAFF:

Thomas Arnold, Deputy County Executive

Seamus J. Mooney, Department of Emergency Management and Security, Coordinator

**RESOLUTION OF THE BOARD OF SUPERVISORS TO APPROVE THE ADOPTION
OF THE NORTHERN VIRGINIA REGIONAL HAZARD MITIGATION PLAN**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the County Government Center at 12000 Government Center Parkway in Fairfax, Virginia, on Tuesday, June 27, 2023, at which a quorum was present and voting, the following resolution was adopted in public session.

WHEREAS, the Disaster Mitigation Act of 2000, as amended, requires that local governments, develop, adopt and update natural hazard mitigation plans in order to receive certain federal assistance; and,

WHEREAS, the Northern Virginia Regional Hazard Mitigation Plan has been prepared in accordance with Federal Emergency Management Agency (FEMA) requirements at 44C.F.R. 201.6; and,

WHEREAS, a Mitigation Advisory Committee (*MAC), comprised of representatives from the Counties of Arlington, Fairfax, Loudoun, and Prince William; the Cities of Alexandria, Fairfax, Falls Church, Manassas, and Manassas Park; and, Clifton Dumfries, Haymarket, Herndon, Leesburg, Lovettsville, Middleburg, Purcellville, Occoquan, Round Hill, and Vienna, was convened in order to assess the risks of hazards facing the Northern Virginia region, and to make recommendations on actions to be taken to mitigate these hazards; and,

WHEREAS, the plan incorporates the comments, ideas and concerns of the community and of the public in general, which this plan is designed to protect, ascertained through a series of public meetings, publication of the draft plan, press releases, and other outreach activities; and,

RESOLVED – the Fairfax County Board of Supervisors recognizes that recent events of the derecho, Hurricane Sandy, and Winter Storm Jonas are captured in the current FEMA approved pending adoption update of the local Hazard Mitigation Plan. Being committed to mitigation planning and activities, the Fairfax County Board of Supervisors calls on the Department of Emergency Management and Security and other affected agencies, as part of the next update, to fully endeavor to identify, evaluate, and include these events and their impacts as part of the next update cycle.

NOW THEREFORE, BE IT RESOLVED by the Fairfax County Board of Supervisors that the Northern Virginia Hazard Mitigation Plan Update dated February 2023 is hereby approved and adopted by the Fairfax County Board of Supervisors, and resolves to execute the actions in the plan.

ADOPTED by on this day of, _____ 2023. _____

APPROVED

(Head of jurisdiction's governing body)

ATTEST

(Jurisdiction representative)

ADMINISTRATIVE - 3

Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance
Amendment Re: Article 6 Parking and Loading and Related Changes

ISSUE:

The Board of Supervisors identified the need to comprehensively update and modernize parking regulations in the 2020 Zoning Ordinance Work Program. To provide the parking amendment its own dedicated analysis and public engagement, the Board excluded this project from the 2021 Zoning Ordinance Modernization (zMOD). The proposed amendment would update and modernize Article 6 (Parking and Loading Regulations) and modify various other sections as they relate to parking. The proposed changes allow for reduction of unnecessary parking, supporting both the strategic plan and One Fairfax Policy by reducing direct and indirect environmental impacts, such as heat island effects, excess water runoff, and lost opportunity costs for green alternatives; and by promoting efficient use of valuable land area and supporting placemaking, allowing for an environment where members of the community want to gather and where businesses can grow. In addition, streamlining parking requirements and County review of parking proposals will improve government efficiency and benefit the County's diverse mix of businesses. Given the scope and scale of these regulatory changes, the proposed amendment would repeal and replace Article 6 in its entirety and amend various other sections of the Zoning Ordinance as they relate to parking.

RECOMMENDATION:

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

TIMING:

Board action is requested on June 27, 2023, to provide sufficient time to advertise the proposed Planning Commission public hearing on July 26, 2023, at 7:30 p.m., and the proposed Board of Supervisors public hearing on September 26, 2023, at 4:00 p.m.

BACKGROUND:

On March 21, 2023, the Board authorized advertisement of public hearings on this amendment and public hearings were scheduled before the Planning Commission on April 19, 2023, and before the Board on June 6, 2023. However, on March 23, 2023, the Virginia Supreme Court issued an opinion in *Berry vs. Board of Supervisors* declaring the County's 2021 Zoning Ordinance, adopted in March 2021 and commonly referred to as zMOD, void *ab initio*. Since the proposed parking amendment was based on the zMOD Ordinance, the scheduled public hearings were placed on hold and not advertised. On May 9, 2023, following public hearings held by the Planning

Commission and the Board, the Board voted to readopt the 2021 Zoning Ordinance as amended through March 22, 2023, as Chapter 112.2 of the County Code. The Board has petitioned the Supreme Court for a rehearing in *Berry*, however, so there remains a possibility that Chapter 112.1 will ultimately not be invalidated.

Staff has continued to review the project recommendations as well as consider community and consultant input. An updated version of the proposed amendment text with changes from the previous Board Item shown in strike through and underline from the text published with the previous Board item along with a summary of the notable changes is available on the [project webpage](#).

While updates to the parking regulations in the Zoning Ordinance have occurred over time to address specific uses and issues, a comprehensive review of the regulations has not occurred since 1988. Since then, the County has invested resources in construction of multimodal infrastructure to promote both public transportation (e.g., Metrorail, the Fairfax Connector) and enhanced pedestrian and bicycle infrastructure. Further, the County has aligned planning for higher-intensity and -density land development to these infrastructure enhancements. Requiring less parking in transit areas supports the strategic plan and the One Fairfax Policy by promoting dense, transit-oriented, mixed-use development. In support of the One Fairfax Policy, the proposed modification of parking requirements for residential uses supports the development of diverse housing opportunities for residents.

Because the proposed amendment significantly revises and reorganizes the parking regulations, the amendment is proposed as a repeal and replacement of existing Article 6, in addition to various changes to other sections. Key changes proposed in each subsection are laid out below (as compared to the current ordinance). Notable changes from the March authorization are specifically identified.

6100.1 Applicability.

- Removes the discretionary authority that permitted the Director of Land Development Services (Director) to determine parking for planned districts.
- Increase flexibility to evaluate individual sites by allowing administrative adjustments to parking requirements to accommodate placement of electric vehicle parking infrastructure, or to meet parking lot landscaping requirements, which will aid legally established substandard lots that currently do not meet landscaping requirements.
- Permits changes or expansion of a use without requiring additional parking unless the proposed change in use or expansion requires parking the higher of more than 10 percent of the available parking on the site or an increase of more than 10 spaces.
- Defines when a parking tabulation must be submitted and expands the categories of uses where tabulations, and thus additional parking, are not required with changes in use for existing buildings.

- A **notable change** since the March Board authorization has been the addition of a requirement to provide a tabulation of required bicycle parking spaces.

6100.2 Off-Street Parking Standards, Layout and Design. This subsection primarily focuses on parking lot design.

- Requires dedicated pedestrian routes through surface parking lots for new development or redevelopment of existing lots that require more than 50 parking spaces (new provision). The pedestrian route must connect the primary building entrance to an abutting pedestrian facility. This will provide safer walking access for patrons parking onsite as well as for pedestrians and bicyclists accessing the site from abutting sidewalks.
- Expands the use of tandem parking, which allows two vehicles to park one behind the other. Tandem parking would now be allowed for two spaces assigned to a single multifamily dwelling unit, for parking of company vehicles, and for valet parking. Other tandem parking proposals could be allowed subject to Director review and approval.

6100.3 Calculation of Off-Street Parking. General guidance and methodology for calculating the amount of required parking is provided in this section to support the minimum parking requirements defined in subsection 6100.4.

- Proposes revised rounding guidance to round down when a calculation of required parking results in a fraction.
- Proposes no parking requirement for accessory outdoor dining or for temporary seasonal display and sales areas.
- A **notable change** since the March authorization was a new subsection to provide clarity on calculating the number of required spaces when the parking requirement is based on employees.

6100.4 Minimum Required Off-Street Parking and Stacking Spaces. This subsection contains the minimum parking requirements for all uses and the stacking space requirements for drive-through uses. Staff retained the current table format and evaluated the parking needs for each use in the Ordinance, based on review of County and national surveys of parking demand and information provided by Nelson-Nygaard, the project's consultant. In general, rates were standardized so similar uses have the same parking requirement based primarily on building square footage, which is known at all stages of the building and permitting process. Most uses include a range of parking rates for the Board's consideration.

- Proposes converting most employee-based rates to square footage-based rates and eliminating other variables such as company vehicles and occupancy load which create difficulties in assessing required parking. To address where using the building square footage alone would result in a parking supply out of proportion to need, an employee rate is available as an option.
- Proposes to simplify and lower the parking requirement for shopping centers and office buildings.

- **Notable changes** since the March authorization are:
 - Minor updates to some rates.
 - An updated comparison of the current and proposed rates with notes provided on the [project webpage](#). The proposed rates were originally released to the public in July 2022 with footnotes explaining the rationale for proposed changes.
 - A comparison of select rates with similar rates with neighboring jurisdictions is also provided on the [project webpage](#).

6100.5 Tiered Framework and PTC District – Off-Street Parking Requirement. This subsection creates parking tiers that align with specific development areas defined in the Comprehensive Plan, and adjusts the base minimum parking requirement in those tiers by specific percentages as outlined below:

- **Base Rate.** These are the baseline parking rates for all uses in the County. These rates will be the basis from which minimum requirements are adjusted as proposed in the sections below.
- **Suburban Centers.** These areas include the Dulles Suburban Center, Fairfax Center, and Merrifield Suburban Center as defined by the Comprehensive Plan. The minimum parking requirement proposed for nonresidential and multifamily uses is 90 percent of the base rate. The remaining residential parking rates are the same as the base rate for those uses.
- **Revitalization Areas.** This tier includes properties located within areas defined or designated as Commercial Business Centers (CBCs), Commercial Revitalization Areas (CRAs) or Commercial Revitalization Districts (CRDs), the urban core of the Fairfax Center Suburban Center (which includes Fair Oaks Mall and Fairfax Corner), and the suburban neighborhoods located between the CBCs in the Richmond Highway corridor. The minimum parking requirement proposed for nonresidential and multifamily uses is 80 percent of the base rate. This is consistent, for nonresidential uses, with the current zoning ordinance language that permits a 20 percent reduction for many of these areas. The remaining residential parking rates are the same as the base rate for those uses.
 - A **notable change** since the March authorization is to base the multifamily rate in the Revitalization Areas on dwelling units instead of bedrooms.
- **Transit Station Area/Tysons Urban Center (nonresidential).** This tier includes properties located within all designated Transit Station Areas (TSA) and the Tysons Urban Center. The minimum parking requirement proposed for nonresidential uses is 70 percent of the base rate. Currently, most nonresidential uses in these areas permit a 20 percent reduction. Residential rates are discussed under a separate bullet below.
- **Transit Oriented Development (nonresidential).** This tier includes properties located within a Transit Oriented Development (TOD) or Transit Development District, as defined by the comprehensive plan and typically within ¼ mile radius from the Metro station platform. The minimum parking requirement proposed for

nonresidential uses is 60 percent of the base rates. Residential rates are discussed under a separate bullet below.

- **Planned Tysons Corner (PTC) District (nonresidential).** This tier includes properties zoned to the PTC District within the Tysons Urban Center and non-PTC properties located in a TOD that opt into the PTC rate. As permitted in the PTC District today, most uses would have no minimum parking requirement and would be subject to a maximum number of spaces. Revisions are proposed to provide better clarity on the opt-in provisions for PTC and Transit Oriented Development areas. Residential rates are discussed under a separate bullet below.
 - A **notable change** since the March authorization is a minor update to the hotel maximum parking requirement to be consistent with the expectation that the maximum rate be 110 percent of the base rate in non-TOD areas.
- **Residential rates for Transit Station Areas/Tysons Urban Center, Transit Oriented Development, and PTC District.** In these areas, lower minimum rates for most residential uses are proposed, recognizing that higher density development areas have a lower parking demand because of the availability of multimodal transport and proximity to a variety of amenities. The minimum parking requirement proposed for single-family type units is per unit, and lower than the County-wide base rate. For multifamily developments, analysis shows that a requirement based on the number of bedrooms is a more accurate assessment of parking demand, as is found in the current Ordinance for the PTC District. Thus, a bedroom measure for multifamily is proposed.
 - A **notable change** since the March authorization is an update to the maximum multifamily rate to keep the previous proposed maximum despite the change to bedroom-based rate.

6100.6 Adjustments to Minimum Required Off-Street Parking.

- This subsection has been significantly edited to redefine, consolidate, and provide new options for adjustments, or reductions, to a site's parking supply.
- In the current Zoning Ordinance and in the proposal, parking adjustments are divided between those which can be approved by the Board and those which can be approved by the Director.
- In the proposal, certain adjustments could be approved by the Director if specific submission criteria are met, after technical review and analysis by LDS staff.
- Under the current Ordinance, the Director can approve most shared parking adjustments. As proposed the Director continues to approve shared parking adjustments but they are now subject to the shared parking calculation contained in the draft text. The Board would approve shared parking adjustments that exceed the shared parking calculation.
- The current Ordinance permits reductions to be approved by the Board when in reasonable walking distance to transit station. The proposed tiered framework sets new rates for transit station areas. Staff proposes to add an ability for the Board or Director to approve transit-related adjustments when the property is located near the transit facility but outside an area subject to the tiered framework.

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- Other current and new proposed adjustment options could be approved only by the Board, after technical review by staff.
- As is the case today, many adjustments will occur in conjunction with land use actions taken by the Board; these will be considered along with a public hearing on the associated land use proposal.
- **Notable changes** from the March authorization are:
 - A staff recommendation to limit the authority of the Director to approve certain adjustments up to 30 percent instead of the previously recommended 50 percent. There is still an option for the Board to consider a parking adjustment by the Director that ranges from 30 to 50 percent.
 - Standard shared parking adjustments as outlined in subsection 6100.6.B would still allow Director approval without limitation upon demonstration that shared parking will meet the technical requirements and operate effectively.
 - Reduced the number of adjustments that could be approved by the Director, moving those to Board approval, including adjustments for affordable housing and publicly accessible parking must now be approved by the Board.
 - Reinstate language requiring a determination of no adverse impact for a parking reduction, consistent with other provisions in the Zoning Ordinance.
 - A new provision is proposed to require a utilization study for an approved adjustment, when determined necessary by the County.

A summary of the proposed adjustment options is provided here:

- **Shared Parking.** When two or more uses are provided on a site, these uses may be able to share their parking supply. The proposal includes a detailed chart that identifies uses that can complement one another and share parking. The
- **Transit Related.** The current Ordinance allows adjustments based on transit proximity. Where sites are served by transit but are outside of the tiered framework, adjustments may still be appropriate. Like the proposal for shared parking, the updated language provides a standard allowable transit adjustment of ten percent based on specific criteria. It also provides an option for an adjustment greater than ten percent if the minimum criteria expected in the standard reduction are met and the applicant can meet at least two additional criteria. The proposed text makes some refinements to enhance the connection of transit availability to the offset of auto parking demand. These options allow Director approval up to the adopted percentage.
- **Affordable Housing.** Professional research and analysis demonstrate two critical factors associated with affordable housing: the ability to build an affordable housing product is affected by the cost of providing parking, and, in general, the level of auto ownership for people utilizing affordable housing is lower than for residents who live in market-rate housing. Therefore, the text proposes a parking adjustment option based on affordability criteria, such as Area Median Income (AMI).
 - A **notable change** from the March authorization is this option would now require Board approval.

- **Publicly Accessible Parking.** The current Ordinance allows parking adjustments based on the availability of nearby public and/or commercial parking lots. This language is simplified to allow adjustments for any publicly maintained parking, including on-street metered parking.
 - A **notable change** from the March authorization is this option would now require Board approval.
- **Public Benefit.** New language is proposed to provide the Board adjustment opportunities for sites that have historic designations or identified environmental benefits that may conflict with meeting the minimum parking requirements.
 - A **notable change** from the March authorization is this option would now require Board approval.
- **Other Parking Adjustments.** The proposed text retains the ability for the Board to adjust the total number of required parking spaces due to the unique characteristics of the site or use(s) on the site. As with other adjustments, these requests are subject to staff analysis and a determination that the proposed parking will be adequate for the site.

6101. Off-Street Loading. The proposed text would simplify and modernize the minimum loading requirements, which have not been significantly updated since 1978.

- Loading requirements are grouped by use categories, and the number of loading spaces required are generally reduced from the current Ordinance to reflect current practice and an analysis of frequently waived requirements. Currently, loading spaces are required for 29 different, specific land uses based on minimum gross floor area. The proposal requires loading spaces for most land uses but exempts the first 10,000 square feet of gross floor area.
- When a loading space is not required, an adequate receiving facility will generally be required. This could include a reserved parking space, pull off area, or other innovative concept, and is intended to accommodate smaller delivery vans and box trucks, utilized by companies such as Amazon, UPS and FedEx without blocking traffic or on-site parking spaces.
 - **Notable changes** since the March authorization are addition of language to clarify how to calculate loading spaces, and further limits to the adjustments that can be approved by the Director. A comparison of the current to the proposed requirements is provided on the [project website](#).

6102 Bicycle Parking Requirements. A new section has been added that establishes minimum standards for the types and location of bicycle parking spaces. This is a new initiative for the Zoning Ordinance. Currently, bicycle parking is usually negotiated as part of a zoning entitlement process but is not required for by-right developments.

- The proposed concept establishes the required number of bicycle parking spaces based on either a percentage of the baseline required auto parking spaces or simply by providing a minimum number of bicycle spaces.

- Importantly, minimum bicycle parking requirements increases as auto parking minimum requirements decrease within the tiered framework, reflecting enhanced feasibility of bicycle transportation in higher-density and -intensity areas.
 - **Notable changes** since the March authorization include increased bicycle parking requirements for multifamily dwellings, a proposed increase in the minimum percentage requirement for bicycle parking, a limiting an approval of an adjustment to the Board only and limiting facility location adjustments to approval by the Director after consultation with the Fairfax County Department of Transportation.

Related Changes. In addition to revisions to Article 6, the following additional related changes are proposed.

- New and modified language for parking-related definitions to improve clarity and consistency.
- A new provision which allows a minor variation for adding parking spaces to a development subject to a proffered plan. Currently, the addition of parking in those cases would typically require a proffered condition amendment and public hearing with the Planning Commission and Board of Supervisors. The minor variation process still requires Board review and approval of the proposal, but it will be considered as an administrative item has a shorter timeframe for action and a significantly lower application fee.

A staff report will be published a minimum of three weeks prior to the Planning Commission public hearing that provides additional details and analysis of the proposed amendment.

EQUITY IMPACT:

The Parking Reimagined study aligns primarily with One Fairfax area of focus #11 as it promotes in part a quality-built environment that accommodates anticipated growth and promotes housing and services for all people. In older, underserved suburban communities, surface parking areas are often the front face of commercial and multi-family residential properties. Outdated minimum parking requirements can limit the ability to improve buildings and sites that would provide reinvestment opportunities to benefit the community. Lowering parking requirements creates opportunities for more walkable, transit-accessible communities benefiting those who do not drive. Streamlining administrative requirements, such as the need for parking tabulations when there is a change in use and lowering parking minimums, helps small and disadvantaged businesses reduce both the administrative and physical costs of providing parking. Lowering parking requirements will reduce development costs and provides opportunities for affordable housing. Simplifying requirements, creating predictability, and reducing required parking supply will be a cost savings to citizens and businesses.

Parking Reimagined created an engagement plan with an equity focus with initiation of the project. The project team created a dedicated website that provides access to meeting notices, recordings of past meetings, project papers, and opportunities to submit questions and comments. The project team met with the Board and Planning Commission on four separate occasions each, to update them on the status of the project. The Parking Reimagined team engaged the community in eight town halls between October 2021 and February 2022 and nine community open houses between June 2022 and February 2023. Including the town halls and open houses, the Project Reimagined team conducted more than 100 project-related meetings with Board committees, community and industry groups, County agencies, Board members, and regional and national local government representatives.

REGULATORY IMPACT:

Overall, the proposed amendment either maintains or otherwise reduces the minimum parking requirements for the majority of land uses within the Zoning Ordinance and streamlines the regulatory process for obtaining parking adjustments. There are some exceptions.

Single-family attached and stacked townhouses would have the same base parking rate but allocate some of the spaces to visitor or shared parking. This will result in the same or more parking spaces than are currently required. As an example, the current single-family attached rate is 2.7 spaces per unit. The development of 100 single-family attached units would require 270 parking spaces. All these spaces could be provided within garage and driveway spaces. In this proposal, the requirement would still be a total of 270 parking spaces but 0.2 space per unit or 20 spaces would be required to be provided as visitor or shared spaces. These spaces would need to be located on common property and not on an individual lot. If the applicant chose to continue to provide garage and driveway spaces as before, the total parking provided would exceed the required minimum.

Religious assembly, independent living, and some other uses would have increased requirements, but these new requirements would apply to existing uses only if those existing uses were expanded.

In revitalization areas, parking is proposed to be 80 percent of the base rate consistent with the current Ordinance for CRDs and the Lake Anne Commercial Revitalization Area, but in the proposal this rate would be permitted without the need for Board approval, facilitating redevelopment and eliminating an additional regulatory hurdle.

As noted, it is proposed that the Director be given limited additional authority to approve certain parking adjustments based on specific criteria, which will reduce the time to process these requests. Staff is also proposing structural and process changes to

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provide opportunities intended to increase the speed, efficiency, and predictability of determining and establishing parking requirements for individual properties.

FISCAL IMPACT:

Currently there are fees associated with parking tabulations for change in use (\$980), parking redesignation plans (\$980), administrative parking reductions for religious assembly (\$980), and parking reductions based on shared parking (a range of \$2,812-\$16,351 depending on number of parking spaces on the site). At this time, no fees are proposed to be changed with this amendment, however it is anticipated that the need for these applications will be reduced. Reductions in fee revenue can be offset by anticipated faster times to market with simplified, flexible, and reduced parking supply requirements which will likely provide more opportunities to add property tax revenue with redevelopment and tenant refits.

ENCLOSED DOCUMENT:

Attachment 1 – Resolution

Attachment 2 – Draft Text with Mark-Ups from March Authorization

[Attachment 3 – Notable Changes from March Authorization](#)

[Attachment 4 – Parking Comparison with Notes](#)

[Attachment 5 – Jurisdictional Comparison of Select Rates](#)

[Attachment 6 – Loading Comparison with Notes](#)

STAFF:

Rachel Flynn, Deputy County Executive

Tracy Strunk, Director, Department of Planning and Development (DPD)

Bill Hicks, Director, Land Development Services (LDS)

Leslie B. Johnson, Zoning Administrator, DPD

William Mayland, Assistant Zoning Administrator, DPD

Matthew Hansen, Director, Site Development and Inspections Division, LDS

Jeff Vish, Central Branch Chief, LDS

Michael Davis, Parking Program Manager, LDS

Austin Gastrell, Senior Planner, DPD

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney

T. David Stoner, Deputy County Attorney

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, on June 27, 2023, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS while updates to parking regulations in the Zoning Ordinance have occurred over the years to address specific needs, a comprehensive review of the regulations has not occurred since 1988.

WHEREAS the need to comprehensively update and modernize parking regulations was identified as an important component of the County's overall effort to update and modernize the Zoning Ordinance and was added to the Zoning Ordinance Work Program in 2020.

WHEREAS the scope of such an amendment necessitated the hiring of consultant services to assist County staff in the research and analysis of parking trends both locally and nationwide and to identify best practices.

WHEREAS the County has invested substantial resources in construction of multimodal infrastructure to promote both public transportation—including Metrorail and the Fairfax Connector—and enhanced opportunities for walkability and bikeability and has aligned planning for higher-intensity and -density land development to this infrastructure all with the intent to reduce reliance on auto travel.

WHEREAS since 1988, the County has changed from primarily a low-density, suburban community of single-family homes with shopping centers and office parks to include areas of mixed-use transit-oriented development that serves a growing and increasingly diverse population.

WHEREAS providing dedicated auto parking is still a necessity in Fairfax County, the amount of dedicated parking must be right-sized to address current and future land development activities.

WHEREAS requiring less parking in transit areas supports the strategic plan and One Fairfax Policy to promote dense, transit-oriented, and mixed-use development.

WHEREAS while people still routinely drive and park their cars, changes in technology—such as on-line shopping, remote working, and car sharing—have affected parking demand.

WHEREAS unnecessary auto parking creates direct and indirect costs in the form of higher housing expenditures; the proposed modification of parking requirements for residential uses supports the One Fairfax Policy to encourage development of diverse housing opportunities for residents.

WHEREAS reducing unnecessary parking supports the Strategic Plan and One Fairfax Policy by reducing direct and indirect environmental impacts, such as heat island effects, water runoff issues, lost opportunity costs for green alternatives, and inefficient use of valuable land area.

WHEREAS reducing unnecessary parking supports placemaking as identified in the Strategic Plan and supports places where members of the community want to gather and where businesses can grow.

WHEREAS as identified in the Strategic Plan, streamlining parking requirements and County review of parking proposals will not only improve government efficiency, but also support the County's diverse mix of businesses.

WHEREAS a singular regulatory approach to parking is no longer suitable for a diverse and urbanizing County but rather should be part of a tiered framework that aligns minimum parking requirements with development areas designated in the Comprehensive Plan.

WHEREAS simplification and updating of the loading requirements is essential to ensure adequate facilities are being provided.

WHEREAS bicycle parking is an essential element in a multimodal transportation system. Lack of secure bicycle parking is a common barrier to bicycling as a convenient, healthy, affordable, and environmentally friendly mode of transportation.

WHEREAS the public necessity, convenience, general welfare, and good zoning practice require consideration of the proposed revisions to the Fairfax County Zoning Ordinance relating to parking.

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

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Article 6 is proposed to be repealed and replaced with the following text. Advertised options are included *(in parentheses, italics and bold)*. When an option is presented as a range the Board may approve any number within the advertised range. In subsection 6100.4, the proposed rate is considered the high end of the option, unless otherwise noted, and the Board may approve a lower rate than proposed rate, even if a specific option is not noted. Revisions from the text presented to the Board of Supervisors as part of the authorization package on March 21, 2023, are noted in strikethrough and underline.

6100. Off-Street Parking

1. Applicability

A. Generally

- (1) Any structure built, and any use established, must provide accessory off-street parking in accordance with this Article.
- (2) For redevelopment that retains some use or structure and eliminates some on-site parking during the redevelopment process, a temporary adjustment or relocation of the minimum required off-street parking spaces may be approved either by the Board, in conjunction with a rezoning or special exception, or by the Director, in conjunction with a site plan. As conditions to any such an approval, the applicant must demonstrate that adequate measures will be taken to ensure the continuation of safe and adequate parking on the property, and the Board or the Director will impose time limitations.
- (3) Parking of commercial vehicles in R districts is regulated by subsections 4102.1.B(2) and 4102.1.E(4).
- (4) The provisions of this Article do not apply to vehicle storage or display parking areas associated with a vehicle sales, rental and service establishment.
- (5) The Director may adjust the minimum off-street parking requirements for an existing parking lot to allow for installation of electric vehicle parking infrastructure as an accessory use.
- (6) The Director may adjust the minimum off-street parking requirements by up to 20 percent **(10 up to 30 percent)** for ~~an existing~~ a parking lot existing as of (effective date of ZOA 112.2-2023-xx) to provide interior or peripheral parking lot landscaping in accordance with subsection 5108.5.

B. Change in Use or Expansion of an Existing Structure or Use

- (1) A change in use or an expansion of an existing structure or use ~~must comply with~~ is subject to the following:
 - (a) No additional parking is required for a change in use or expansion of an existing structure or use ~~that results~~ resulting in the same or a lesser parking requirement than the previous use.
 - (b) No additional parking is required for a change in use or expansion of a structure or use unless the change or expansion results in the higher of more than a 10 percent **(10 up to 30 percent)** increase or an increased requirement of ~~greater~~ more than 10 spaces **(5 up to 15 spaces)** in the on-site parking supply.
 - (c) When a site contains two or more uses, the increases referenced in subsection 6100.1(B)(1)(b) are 10 percent ~~(10 up to 30 percent)~~ increase or an increased requirement of greater than 10 spaces ~~(5 up to 15 spaces)~~ is measured cumulatively for all uses on the site, not each individual use.
 - (d) If the change in use or expansion of use or structure results in the higher of more than a 10 percent increase in the parking supply **(10 up to 30 percent)** or more than 10 spaces (5 up to 15 spaces), additional parking is required for the increase above 10 percent **(10 up to 30 percent)** or 10 spaces (5 up to 15 spaces).
 - (e) Compliance with the minimum off-street parking requirements is not required to the extent the expansion is to provide an accessibility improvement.

C. Commercial Parking in a Residential District

Where a structure or use is permitted only in a C or I district, off-street parking for the structure or use may not be in an R district, except with approval of a special exception by the Board, and in accordance with the following:

- (1) No fee is charged for parking purposes in the R District.
- (2) Unless otherwise modified by the Board, no vehicle parking is allowed closer to any lot line that abuts an R district, or a residential area of a P district, than a distance equal to the dimension of the corresponding minimum setback of the adjacent R district or P district.

D. Parking Tabulation

- (1) A vehicle parking tabulation and a bicycle parking tabulation in conformance with Section 6102 approved by the Director and demonstrating compliance with the minimum required off-street parking for all uses on a lot is required in any of ~~these~~ the following situations:
 - (a) A site plan or minor site plan is submitted in accordance with subsection 8101.4.
 - (b) A change in use ~~that results~~ resulting in an increased parking requirement, in accordance with subsection 6100.1.B, from that shown on the approved site plan or minor site plan.
- (2) Parking tabulations are not required for the following:
 - (a) Change in use that results in no greater parking requirement than the previous use.
 - (b) Change in use within a shopping center in accordance with subsection 6100.4.B.
 - (c) Change in use within an office building in accordance with subsection 6100.4.C.
 - (d) Change in use identified within the industrial use classification in Table 4100.2, to another use identified in the industrial use classification, commercial use classification, college or university, or a specialized instruction center.
 - (e) Change in use that substantially conforms with the mix of uses on an approved development plan or PRC plan.
 - (f) Changes in site layout or expansion of a structure exclusively to provide ~~only for~~ an accessibility improvement.
 - (g) Changes in site layout exclusively to provide ~~only for~~ electric vehicle parking spaces or its infrastructure.
- (3) When a parking tabulation is not required, no additional parking for the site is required.

E. Use of Off-Street Parking Lots

- (1) ~~A Parking-lots parking lot that are~~ is not fully used during the weekday may be used for a public commuter park-and-ride lot when established and operated in accordance with a public commuter park-and-ride lot agreement approved by the Board. Submission of a redesignation plan in accordance with subsection 6100.2 is not required.
- (2) Any off-street parking ~~lots~~ lot must be used for parking ~~of~~ vehicles in operating condition by patrons, occupants, or employees of the associated use. No vehicle repair work is permitted, except for emergency service.

2. Off-Street Parking Standards, Layout, and Design

A. General Location

- (1) All required off-street parking spaces must be located on the same lot as the structure or use to which they are accessory, except as allowed by subsection 6100.6.
- (2) Unless otherwise authorized in this Ordinance, a parking structure structures and carports are is subject to the minimum setback requirements of the applicable zoning district; however, any parking structure unless located completely underground in which case they may be in a any required setback, but not closer than one foot to any lot line.
- (3) Unless otherwise authorized in this Ordinance or modified by the Board, the BZA, or the Director in accordance with subsection 5108.5, off-street parking spaces that are open to the sky may be in any required setback but may not be located closer than ten feet to any front lot line. For any parking space on the same lot with a single-family detached, single-family attached, or stacked townhouse dwelling, the space is exempt from the ten-foot minimum distance requirement, but must not encroach into any sidewalk or trail.

B. Parking in Residential Districts

- (1) In the R-1, R-2, R-3, and R-4 Districts, for any single-family detached dwelling on a lot no larger than 36,000 square feet, all parking for vehicles or trailers in a front yard must be on a surfaced area and limited to the maximum coverage percentage listed in Table 6100.1, except, that on a pipestem lot, the surfaced area within the pipestem driveway is not included in the maximum coverage percentage.

Table 6100.1: Residential Front Yard Coverage	
Zoning District	Maximum Front Yard Coverage
R-1	25 Percent
R-2	
R-3	30 Percent
R-4	

- (a) The limitations in Table 6100.1 may be exceeded for a surfaced area that:
 1. Contains no more than two side-by-side parking spaces and is no more than 25 feet long and 18 feet wide;
 2. Consists of two parking spaces and a vehicular turn around ~~turn-around~~ area, if:
 - a. The lot has its access from a major throughfare,
 - b. The surfaced area is not more than 25 feet long and 18 feet wide, and
 - c. The turnaround area does not exceed 150 square feet; or
 3. Is approved by the Zoning Administrator for an accessibility improvement.
- (b) Permitted parking surface materials include asphalt, poured or precast concrete, brick, stone, gravel, any other impervious surface, and grasscrete or other similar pervious surface.
- (c) Temporary parking on an unsurfaced area is permitted in a front yard for a period not to exceed 48 hours for loading, unloading, cleaning, or repair of vehicles or trailers.

C. Off-Street Parking Design and Layout

(1) Generally

- (a) Unless otherwise authorized in this Ordinance, a parking lot or driveway used for required off-street parking spaces may not be encroached upon or reduced in any manner.
- (b) Each parking lot must be provided with safe and convenient access to a street. Ingress and egress must be through a driveway opening whose dimension, location and construction are approved by the Director in accordance with the Public Facilities Manual. If any off-street parking space within a parking lot is located contiguous to a street, the street side must be curbed.

(2) Accessible Parking

- (a) All accessible off-street parking spaces and related access aisles and accessible routes must comply with the USBC and the Public Facilities Manual.
- (b) Each accessible off-street parking space must be designated as reserved for persons with disabilities by an above grade sign in conformance with the design and content specifications of the Public Facilities Manual.

(3) Pedestrian Routes

To encourage parking lot design that enhances pedestrian safety and access, pedestrian routes must be provided in accordance with this subsection. Such routes allow a person to use a direct pedestrian pathway instead of a vehicle travel aisle to reach the principal building. This requirement does not apply to parking lots with 50 **(20 up to 100)** or fewer spaces or to parking structures. The pedestrian route:

- (a) Must be at least five feet wide.
- (b) Must be designed to serve at least 25 percent **(10 up to 50 percent)** of the provided off-street parking spaces.
- (c) Must connect the entrance of the principal building to the on-site pedestrian route. Where an off-site pedestrian route abuts ~~abuts~~ the parking lot and ~~are is~~ is within right-of-way, the on-site route must connect to it.
- (d) Must be clearly marked with hatched pavement markings or contrasting pavement material when crossing a travel aisle.
- (e) May serve the parking spaces located directly across the travel aisle, if the pedestrian route is adjacent to the principal structure. In this instance, pavement markings for a crossing of the travel aisle are not required.
- (f) Must be shown on a site plan for new construction or for expansion of an existing parking lot by more than 30 spaces **(10 up to 50 spaces)**.

The Director may adjust the minimum off-street parking requirements by the minimum number of spaces necessary up to 20 percent **(10 up to 50 percent)** in existing parking lots to facilitate the construction of pedestrian routes.

(4) Surface and Dimensional Standards

- (a) All off-street parking lots and driveways, except those required for single-family detached dwellings, and agricultural and related uses, must be constructed and maintained with a dustless surface in accordance with the Public Facilities Manual. The Director may approve a modification or waiver of the dustless surface requirement in accordance with the Public Facilities Manual.
- (b) All off-street parking lots must comply with the geometric design standards in the Public Facilities Manual.
- (c) Except when provided for and on the same lot with a single-family detached, attached, or stacked

townhouse dwelling, each parking space must be clearly delineated in accordance with the design standards in the Public Facilities Manual ~~to be approved by the Director.~~

(5) Redesignation Plan

- (a)** Any change in the size, configuration, or number of existing parking spaces requires approval of a redesignation plan by the Director subject to the following:
 1. The applicant must submit a redesignation plan certified by an engineer or land surveyor authorized by the State.
 2. The redesignation plan must depict each off-street parking space, driveway aisle, loading space, and walkway, indicating the type of surfacing, size, angle of stalls, width of aisles, and a specific schedule showing the number of parking spaces provided and the number required by this Article.
 3. Except for changes permitted by subsection 6100.2.C(5)(b), a redesignation plan will not be approved if it reduces the number of parking spaces below the minimum number required by this Article.
- (b)** A redesignation plan ~~that reduces the number of parking spaces below the minimum requirements of this Article for any of the following modifications does not need to be certified by an engineer or land surveyor. These redesignation plans may reduce the number of parking spaces below the minimum requirements of this Article.~~
 1. Adding accessibility improvements in accordance with subsection 6100.2.C.(2).
 2. Adding electric vehicle charging infrastructure.
 3. Converting auto parking spaces to add bicycle parking.
 4. Adding solar canopies.

D. Tandem Parking

- (1)** Tandem parking is allowed for the following:
 - (a)** A single-family detached dwelling.
 - (b)** A single-family attached dwelling.
 - (c)** A stacked townhouse dwelling.
 - (d)** Multifamily residential units where two parking spaces are assigned to the same unit.
 - (e)** On-site parking spaces for company vehicles owned or leased by the operator of a use.
 - (f)** Valet parking, except that if located off-site, it must be subject to an agreement with the off-site property owner, subject to the Director's approval, regarding administration and termination of valet parking by the operator or user.
- (2)** Except for the uses in subsection 6100.2.D.(1)(a), (b), and (c), the development plan or site plan must depict the number and location of tandem spaces.
- (3)** Except for the uses in subsection 6100.2.D.(1)(a), (b) and (c), a site plan and /or a parking management plan ~~are is required. and must ensure utilization of and access to any interior space.~~
- (4)** The Director may approve tandem parking not conforming with the above requirements if the spaces are determined to be sufficiently usable and accessible.

3. Calculation of Off-Street Parking

- A. Except as may be permitted by other provisions of this Ordinance, where a use or building contains a combination of uses, parking must be provided based on the sum of the required spaces for each use.
- B. When the calculated number of spaces results in a number containing a fraction, the required number of spaces will be rounded down to the lowest whole number. When there is a combination of uses on a site, parking for each individual use is calculated and the required number of spaces for each use is then rounded down to the lowest whole number prior to adding the sum of all uses to determine the required parking. ***(Option for Board to consider standard rounding: When the calculated number of spaces results in a number containing a fraction, the required number of spaces is rounded down when the fractional unit is less than 0.5 and is rounded up when the fractional unit is greater than 0.5.)***
- C. When the parking requirement is based on the number of employees, that number is based on the number of employees on a major shift.
- D. Where the minimum required parking is not identified for a particular use, and there is no similar general type of use listed, the Director, in consultation with the Zoning Administrator, will determine the number of spaces required based on the minimum requirement for the most similar type of use.
- E. For the purpose of determining the minimum parking requirement, the gross floor area includes the following:
 - (1) Permanent outdoor display and sales area.
 - (2) The areas within a cellar not used exclusively for storage or for mechanical equipment.
- F. For the purpose of determining the minimum parking requirement, accessory outdoor dining and temporary seasonal display and sales areas are not included in gross floor area and are not required to provide parking.
- G. Electric vehicle charging spaces that are accessory to a use are included in the calculation of the required number of parking spaces.
- H. Accessible parking spaces are included in the calculation of the required number of parking spaces. The number of accessible spaces provided is based on the minimum number of spaces required for the use or building prior to any adjustments permitted in subsections 6100.5 or 6100.6.
- I. Unless otherwise authorized by this Ordinance, company vehicles, construction vehicles, and vehicles owned or operated by a nonresidential use, are not permitted to be parked or stored on a public street adjacent to the use.

4. Minimum Required Off-Street Vehicle Parking Spaces, and Stacking Spaces

A. Table of Required Off-Street Parking Spaces

Except as may be allowed by subsection 6100.5 and 6100.6, all uses must provide the minimum amount of off-street parking spaces indicated in Tables 6100.2 and 6100.3 below.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Minimum Parking Requirement
AGRICULTURAL AND RELATED USES	
Agricultural and Related Uses	
Agricultural Operation	No minimum requirement
Agritourism	<p>When by right: No minimum requirement</p> <p>When by administrative permit: Subject to the Zoning Administrator's determination that a parking plan demonstrates adequate parking is provided on-site.</p> <p>When by SE: Based on a review of each proposal to include such factors as the number of spaces required to accommodate employees and visitor parking.</p>
Farm Winery, Limited Brewery, or Limited Distillery	<p>When by right: No minimum requirement</p> <p>When by SE: Based on a review of each proposal to include such factors as the number of spaces required to accommodate employees and visitor parking.</p>
Stable, Riding or Boarding	Based on a review by the Board or BZA of each proposal to include such factors as the number of spaces to accommodate employee and visitor parking and the availability of areas on-site that can be used for auxiliary parking in times of peak demand.
RESIDENTIAL USES	
Household Living	
Dwelling, Multifamily	1.3 spaces per unit (1.3 up to 1.6 spaces per unit)
Dwelling, Single-Family Attached	2.7 spaces per unit of which 0.2 space per unit is located on common property and available for visitor or shared use (Options for Board's consideration: 2.7 spaces per unit or 2.7 spaces per unit of which up to 0.7 spaces per unit is located on common property and available for visitor or shared use)
Dwelling, Single-Family Detached and Accessory Living Unit	2 spaces per unit for lots with frontage on a public street and 3 spaces per unit for lots with frontage on a private street Accessory living unit (administrative permit): 1 additional space
Dwelling, Stacked Townhouse	2.3 spaces of which 0.3 space per unit is located on common property and available for visitor or shared use (Options for Board's consideration: 2 spaces per unit or up to 2.7 spaces per unit of which up to 0.7 spaces per unit is located on common property available for visitor or shared use)
Group Residential Facility	Applicable rate for the dwelling unit type
Live-Work Development	Applicable residential rate
Manufactured Home	1.5 spaces (2 spaces) per unit
Group Living	
Congregate Living Facility	1 space (No minimum up to 3 spaces) per 3 residents
Group Household	See subsection 4102.3.F

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Minimum Parking Requirement
Religious Group Living	1 space (No minimum up to 3 spaces) per 3 residents
Residence Hall	1 space (No minimum up to 3 spaces) per 3 residents
PUBLIC, INSTITUTIONAL, AND COMMUNITY USES	
Community, Cultural, and Educational Facilities	
Adult Day Support Center	2 spaces (No minimum up to 3 spaces) per 1,000 square feet of gross floor area
Alternate Use of Public Facility	See most similar use
Child Care Center	2 spaces (No minimum up to 3 spaces) per 1,000 square feet of gross floor area
Club, Service Organization, or Community Center	6 spaces (No minimum up to 8 spaces) per 1,000 square feet of gross floor area
College or University	Applicable office rate for classroom and office facilities; all other facilities associated with the use are subject to the requirements for the most similar use
Community Swim, Tennis, and Recreation Club	Community Pool: 1 space for every 7 persons lawfully permitted in the pool at one time. The Director may <u>proportionally</u> reduce the <u>number of spaces</u> is standard based on the number of members who live within <u>one half mile (1,000 feet up to one half mile)</u> a reasonable walking distance of the pool. (Option: Determined by the Director or No minimum requirement) Tennis Club: 2 spaces per court Recreation Club: 6 spaces (No minimum up to 8 spaces) per 1,000 square feet of gross floor area Recreation Club without swimming or tennis: determined by the Director
Convention or Conference Center	5 spaces (No minimum up to 5 spaces) per 1,000 square feet of gross floor area
Cultural Facility or Museum	3 spaces per 1,000 square feet of gross floor area
Public Use	Library: 4 spaces (No minimum up to 7 spaces) per 1,000 square feet of gross floor area Park: See Quasi-Public Park, Playground, or Athletic Field School: See School, Private All Other Public Uses: Determined by the Director based on the number of spaces required to accommodate employees, public use vehicles anticipated to be on-site at any one time, visitor parking, and the availability of areas on-site that can be used for auxiliary parking in times of peak demand. The number of spaces required for government office use may not be less than that required for office.
Religious Assembly	1 space per 3 seats (1 space per 4 seats) in the principal place of worship when located in R district or 1 space per 4 seats in the principal place of worship when located in a P, C or I district
Religious Assembly with Private School, Specialized Instruction Center, or Child Care Center	1 space per 3 seats (1 space per 4 seats) in the principal place of worship when located in R district or 1 space per 4 seats in the principal place of worship when located in a P, C or I district

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Minimum Parking Requirement
School, Private	Elementary and Intermediate School: 1 space per faculty member and other full-time employee on major shift plus 4 spaces for visitors High School: 1 space per faculty member and other full-time employee on major shift , plus 5 spaces per 100 students based on total maximum enrollment (Option: 1 space per faculty member and other full-time employee on a major shift and 0.3 spaces per student)
Specialized Instruction Center	2 spaces per each 3 employees on major shift (Option: 2-4 spaces per 1,000 square feet of gross floor area)
Funeral and Mortuary Services	
Cemetery	<u>1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less</u> , except funeral homes located on the site are parked at the funeral home requirement.
Crematory	<u>1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less</u>
Funeral Home	1 space per 4 seats in the main chapel or parlor
Health Care	
Adult Day Care Center	2 spaces (No minimum up to 3 spaces) per 1,000 square feet of gross floor area
Continuing Care Facility	0.75 space per separate unit or bed approved on the development plan
Independent Living Facility	0.75 space (No minimum up to 1.3 spaces) per unit
Medical Care Facility	Hospital: 2.9 spaces per bed licensed by the State Institution providing intensive special medical or mental care: 1 space per 2 patients Assisted Living or Nursing Facility: 1 space per 3 residents
Transportation	
Airport	Determined by the Board based on an analysis of expected parking demand
Helipad	No minimum requirement
Transit Facility	No minimum requirement
Utilities	
Solar Power Facility	No minimum requirement
Utility Facility, Heavy	No minimum requirement
Utility Facility, Light	No minimum requirement
Wireless Facility	No minimum requirement
COMMERCIAL USES	
Animal-Related Services	
Animal Shelter	2 spaces per 1,000 square feet of gross floor area Gross floor area does not include any outdoor exercise or dog run area that is enclosed by a roof or fencing material.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Minimum Parking Requirement
Kennel	2 spaces per 1,000 square feet of gross floor area Gross floor area does not include any outdoor exercise or dog run area that is enclosed by a roof or fencing material.
Pet Grooming Establishment	4 spaces (No minimum up to 5 spaces) per 1,000 square feet of gross floor area
Veterinary Hospital	2 spaces per 1,000 square feet of gross floor area
Food and Lodging	
Bed and Breakfast	Applicable single family dwelling rate plus 1 space per guest room
Catering	1 space per employee or 1 space per 1,000 square feet of gross floor area or 1 space per employee on major shift, whichever is less
Hotel or Motel	1 space (No minimum up to 1.5 spaces) per rental unit or guest room
Restaurant	8 spaces (No minimum up to 10 spaces) per 1,000 square feet of gross floor area
Restaurant, Carryout	4 spaces (No minimum up to 5 spaces) per 1,000 square feet of gross floor area
Restaurant with Drive-Through	6 spaces (No minimum up to 12 spaces) per 1,000 square feet of gross floor area
Retreat Center	1 space (0.75 up to 1.5 spaces) per rental unit or guest room
Office and Financial Institutions	
Alternative Lending Institution	4 spaces per 1,000 square feet of gross floor area
Drive-Through Financial Institution	4 spaces per 1,000 square feet of gross floor area
Financial Institution	4 spaces per 1,000 square feet of gross floor area
Office	50,000 square feet of gross floor area or less: 3 spaces (No minimum up to 3.6 spaces) per 1,000 square feet Greater than 50,000 square feet of gross floor area: 2 spaces (No minimum up to 3 spaces) per 1,000 square feet
Office in a Residential District	3 spaces (No minimum up to 3.6 spaces) per 1,000 square feet
Personal and Business Services	
Business Service	4 spaces per 1,000 square feet of gross floor area
Household Repair and Rental Service	4 spaces per 1,000 square feet of gross floor area
Massage Therapy Establishment	4 spaces per 1,000 square feet of gross floor area
Personal Service	4 spaces per 1,000 square feet of gross floor area
Recreation and Entertainment	
Banquet or Reception Hall	8 spaces (No minimum up to 10 spaces) per 1,000 square feet of gross floor area
Campground	No minimum requirement

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Minimum Parking Requirement
Commercial Recreation, Indoor	<p>Generally: <u>1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less</u> 4 spaces per 1,000 square feet of gross floor area</p> <p>Bowling Alley: 2 spaces per alley (<i>Option: No minimum up to 4 spaces per 1,000 square feet of gross floor area</i>)</p> <p>Commercial Swimming Pool: 1 space per 4 persons lawfully permitted in the pool at one time</p> <p>Theater: 1 space per 3 seats (<i>No minimum up to 1 space per 5 seats</i>)</p>
Commercial Recreation, Outdoor	<p>Generally: <u>1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less</u> 4 spaces per 1,000 square feet of gross floor area</p> <p>Commercial Swimming Pool: 1 space per 4 persons lawfully permitted in the pool at one time</p>
Entertainment, Adult	1 space per 3 seats (<i>No minimum up to 5 seats</i>)
Entertainment, Public	8 spaces (<i>No minimum up to 10 spaces</i>) per 1,000 square feet of gross floor area
Golf Course or Country Club	As determined by Board based on anticipated membership and employees
Health and Exercise Facility, Large	4 spaces (<i>No minimum up to 5 spaces</i>) per 1,000 square feet of gross floor area
Health and Exercise Facility, Small	4 spaces (<i>No minimum up to 5 spaces</i>) per 1,000 square feet of gross floor area
Marina, Commercial	No minimum requirement
Marina, Private Noncommercial	No minimum requirement
Quasi-Public Park, Playground, or Athletic Field	<p>No minimum requirement.</p> <p><i>(Option: No minimum requirement for Neighborhood Parks and Urban Parks. Remainder of parks, Determined by the Director)</i></p>
Smoking Lounge	4 spaces (<i>No minimum up to 6 spaces</i>) per 1,000 square feet of gross floor area
Stadium or Arena	1 space per 3 seats (<i>No minimum up to 5 seats</i>)
Zoo or Aquarium	As determined by the Board or BZA
Retail Sales	
Convenience Store	4 spaces (<i>No minimum up to 5 spaces</i>) per 1,000 square feet of gross floor area
Drive-Through, Other	4 spaces (<i>No minimum up to 5 spaces</i>) per 1,000 square feet of gross floor area
Drive-Through Pharmacy	4 spaces (<i>No minimum up to 5 spaces</i>) per 1,000 square feet of gross floor area
Drug Paraphernalia Establishment	4 spaces (<i>No minimum up to 5 spaces</i>) per 1,000 square feet of gross floor area
Garden Center	4 spaces (<i>No minimum up to 5 spaces</i>) per 1,000 square feet of gross floor area plus 2 spaces per 1,000 square feet of greenhouse sales area and outdoor sales/display area

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Minimum Parking Requirement
Pawnshop	4 spaces (No minimum up to 5 spaces) per 1,000 square feet of gross floor area
Retail Sales, General	4 spaces (No minimum up to 5 spaces) per 1,000 square feet of gross floor area
Retail Sales, Large	4 spaces (No minimum up to 5 spaces) per 1,000 square feet of gross floor area
Vehicle-Related Uses	
Car Wash	As determined by the Board
Commercial Off-Street Parking	No minimum requirement
New Vehicle Storage	No minimum requirement
Truck Rental Establishment	2 spaces per 1,000 square feet of enclosed sales and rental floor area
Vehicle Fueling Station	2 spaces (No minimum up to 5 spaces) per service bay, plus 4 spaces per 1,000 square feet of gross floor area devoted to retail sales
Vehicle Repair and Maintenance, Heavy	2 spaces per service bay
Vehicle Repair and Maintenance, Light	2 spaces per service bay
Vehicle Sales, Rental, and Service	2 spaces per 1,000 square feet of enclosed sales and rental floor area
Vehicle Transportation Service	1 space per 1 employee on a major shift
INDUSTRIAL USES	
Freight Movement, Warehousing, and Wholesale Distribution	
Data Center	2 spaces (No minimum up to 3 spaces) per 1,000 square feet of gross floor area of office space associated with the use
Freight Distribution Hub	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less
Goods Distribution Hub	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less
Self-Storage	3 spaces (No minimum up to 3 spaces) per 1,000 square feet of gross floor area of office space associated with the use
Warehouse	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less
Wholesale Facility	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less
Industrial Services and Extraction of Materials	
Building Materials Storage and Sales	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less
Contractor's Office and Shop	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less
Extraction Activity	As determined by the BZA
Petroleum Products Storage Facility	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Minimum Parking Requirement
Specialized Equipment and Heavy Vehicle Sale, Rental, or Service	1 space per 1,000 square feet of enclosed sales and rental floor area
Storage Yard	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less
Vehicle Storage or Impoundment Yard	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less
Production of Goods	
Craft Beverage Production Establishment	8 spaces (No minimum up to 10 spaces) per 1,000 square feet of gross floor area, excluding area devoted to the production and processing of craft beverages
Production or Processing	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less
Production or Processing, Heavy	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less
Small-Scale Production Establishment	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less
Waste and Recycling Facilities	
Junkyard	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less
Mixed Waste Reclamation Facility	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less
Recycling Center	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less
Solid Waste Disposal Facility	1 space per employee on a major shift or 1 space per 1,000 square feet of gross floor area, whichever is less

B. Shopping Centers

(1) Parking Requirement Calculation

The off-street parking requirement in Table 6100.3, applies to all uses in a shopping center, including craft beverage production establishment and small-scale production establishment, except that the following uses must comply with the standards in Table 6100.2:

- (a) Freestanding Office use that exceeds 5,000 square feet of gross floor area.
- (b) Hotel or Motel.

TABLE 6100.3: Shopping Center Minimum Required Off-Street Vehicle Parking Spaces

Shopping Center Size [1]	Minimum Parking Requirement
≤100,000 square feet gross floor area	4 spaces (No minimum up to 4 spaces) per 1,000 square feet of gross floor area
>100,000 but ≤800,000 square feet gross floor area	3 spaces (No minimum up to 4 spaces) per 1,000 square feet of gross floor area
>800,000 square feet gross floor area	2.5 spaces per 1,000 square feet of gross floor area

Note: [1] The size of the shopping center is based on the definition of gross floor area in Article 9 and includes any gross floor area devoted to Office and Hotel or Motel use.

C. Office Buildings

- (1) The off-street parking requirement for an office building is the applicable office rate based on building size and applies to all uses identified below.
 - (a) All uses in the commercial classification.
 - (b) College or University.
 - (c) Specialized Instruction Centers.
 - (d) Craft Beverage Production Establishment.
 - (e) Small-Scale Production Establishment.
- (2) For the purpose of parking, an office building is defined as a single building, or coordinated development of two or more buildings sharing a common parking lot and whose gross floor area is, with at least 50 percent **(25 up to 50 percent)** occupied by office use. ~~of its gross floor area utilized for office uses.~~

D. Stacking Spaces

- (1) Stacking spaces must be provided in accordance with the minimum stacking requirement established in Table 6100.4.
- (2) Stacking spaces must be designed to avoid impeding pedestrian or vehicular circulation on the site and along any abutting street.
- (3) All required stacking spaces must be at least 18 feet long.
- (4) The geometric design of the stacking aisle, including but not limited to the radius and width of the travel aisle, is subject to the approval of the Director.

TABLE 6100.4: Stacking Space Requirement

Use	Minimum Stacking Space Requirement
Car Wash	10 stacking spaces (8 up to 10 stacking spaces) per bay or stall for an automated establishment
Drive-Through Financial Institution	4 stacking spaces (4 up to 5 stacking spaces) for each drive-through lane, including drive-through ATM
Drive-Through, Other	4 stacking spaces (4 up to 5 stacking spaces) for each drive-through window
Drive-Through Pharmacy	4 stacking spaces (4 up to 5 stacking spaces) for each drive-through window
Restaurant with a Drive-Through	11 total stacking spaces (8 up to 11 total stacking spaces) for the drive-through window

5. Tiered Framework and PTC District – Off-Street Parking Requirement

For developments located in one of the following areas or zoned to the PTC District, parking requirements are established in accordance with subsections 6100.5.A through F below. For developments located in more than one designated tier, including the PTC District, the lowest minimum and maximum parking requirement will apply.

A. Suburban Centers

For properties located within the area designated in the Comprehensive Plan as Dulles Suburban Center, Merrifield Suburban Center or Fairfax Center Area the following minimum parking spaces are required:

TABLE 6100.5: Suburban Center Parking Requirements

Use	Minimum Parking Requirement
Dwelling, Multifamily	90 percent (80 up to 100 percent) of the parking rate established in Table 6100.2 (1.3 up to 1.6 spaces per unit or up to 1.0 space per bedroom)
Dwelling Multifamily – ADU Development	
All other Residential Uses	In accordance with Table 6100.2
All other Nonresidential Uses	90 percent (80 up to 100 percent) of the parking rate established in Table 6100.2 or 6100.3

B. Revitalization Areas

For properties located within an area designated as a Commercial Revitalization District, as defined in Section 3012, or an area identified in the Comprehensive Plan as a Community Business Center (CBC), Commercial Revitalization Area (CRA), Urban Core of the Fairfax Center Area, or Suburban Neighborhood in the Richmond Highway Corridor, the following minimum parking spaces are required:

TABLE 6100.6: Revitalization Area Parking Requirements

Use	Minimum Parking Requirement
Dwelling, Single-Family Detached	2 spaces per unit (2 spaces per unit for lots with frontage on a public street and 3 spaces per unit for lots with frontage on a private street)
Dwelling, Single-Family Attached	1.8 spaces per unit of which 0.3 space per unit is located on common property and available for visitor or shared use. (1 up to 2.7 spaces per dwelling unit of which up to 0.3 space per unit is located on common property and available for visitor or shared use)
Dwelling, Single Family Attached – ADU Development	
Dwelling, Stacked Townhouse	
Dwelling, Stacked Townhouse - ADU Development	1.8 spaces per unit of which 0.3 space per unit is located on common property and available for visitor or shared use. (1 up to 2.3 spaces per dwelling unit of which up to 0.3 space per unit is located on common property and available for visitor or shared use)
Dwelling, Multifamily	80 percent (70 up to 90 percent) of the per unit parking rate established in Table 6100.2 (0.6 space (0.4 to 0.8 spaces) per bedroom)
Dwelling, Multifamily - ADU Development	
All other Residential Uses	In accordance with Table 6100.2
All other Nonresidential Uses	80 percent (70 up to 80 percent) of the parking rate established in Table 6100.2 or 6100.3

C. Transit Station Areas

For properties located within an area identified in the Comprehensive Plan as a Transit Station Area (TSA) or the Tysons Urban Center, the following minimum parking spaces are required.

TABLE 6100.7: Transit Station Area Parking Requirements

Use	Minimum Parking Requirement
Dwelling, Single-Family Detached	2 spaces per unit <i>(2 spaces per unit for lots with frontage on a public street and 3 spaces per unit for lots with frontage on a private street)</i>
Dwelling, Single-Family Attached	1.3 spaces per unit of which 0.3 space per unit is located on common property and available for visitor or shared use. <i>(1 up to 2.7 spaces per unit of which up to 0.3 space per unit is located on common property and available for visitor or shared use)</i>
Dwelling, Single Family Attached – ADU Development	
Dwelling, Stacked Townhouse	1.3 spaces per unit of which 0.3 space per unit is located on common property and available for visitor or shared use. <i>(1 up to 2.3 spaces per unit of which up to 0.3 space per unit is located on common property and available for visitor or shared use)</i>
Dwelling, Stacked Townhouse- ADU Development	
Dwelling, Multifamily	0.4 space <i>(0.4 up to 0.8 space)</i> per bedroom <i>(or 60 up to 80 percent of the per unit parking rate established in Table 6100.2)</i>
Dwelling, Multifamily - ADU Development	
All other Residential Uses	In accordance with Table 6100.2
All other Nonresidential Uses	70 percent <i>(60 up to 80 percent)</i> of the parking rate established in Table 6100.2 or 6100.3

D. Transit Oriented Development (TOD)

For properties located within an area identified in the Comprehensive Plan as a Transit Oriented Development or Transit Development District, the following minimum parking spaces are required.

TABLE 6100.8: Transit Oriented Development Parking Requirements

Use	Minimum Parking Requirement
Dwelling, Single-Family Detached	2 spaces per unit <i>(2 spaces per unit for lots with frontage on a public street and 3 spaces per unit for lots with frontage on a private street)</i>
Dwelling, Single-Family Attached	1.3 spaces per unit of which 0.3 space per unit is located on common property and available for visitor or shared use. <i>(1 up to 2.7 spaces per unit of which up to 0.3 space per unit is located on common property and available for visitor or shared use)</i>
Dwelling, Single Family Attached – ADU Development	
Dwelling, Stacked Townhouse	1.3 spaces per unit of which 0.3 space per unit is located on common property and available for visitor or shared use. <i>(1 up to 2.3 spaces per unit of which up to 0.3 space per unit is located on common property and available for visitor or shared use)</i>
Dwelling, Stacked Townhouse- ADU Development	
Dwelling, Multifamily	0.3 space <i>(0.3 up to 0.7 space)</i> per bedroom <i>(or 50 up to 70 percent of the per unit parking rate established in Table 6100.2)</i>
Dwelling, Multifamily – ADU Development	
All other Residential Uses	In accordance with Table 6100.2
All other Nonresidential Uses	60 percent <i>(50 up to 70 percent)</i> of the parking rate established in Table 6100.2 or 6100.3

E. PTC District – Off-Street Parking

- (1) The number of off-street parking spaces provided for a development in the PTC District must be established with the approval of a parking plan that is accompanied by an application for rezoning to the PTC District.
- (a) At a minimum, the parking plan must identify all the following:
1. The appropriate parking requirements as set forth in Table 6100.9 below.
 2. The number and general location of all off-street parking spaces.
 3. The general location of all ingress and egress points to all parking structures utilized by the property.
 4. Justification of shared parking arrangements, if applicable.
- (b) Where parking is to be provided in phases in accordance with a phased development proposal, the parking plan must provide the information set forth above in subsection 6100.6.E(1)(a) for each proposed phase. If the total development parking will be constructed in early phases of the project, shared parking spaces for the remaining phases must be identified when it is demonstrated that such additional parking in the early phase(s) is necessary due to construction requirements or in furtherance of the objectives of the Comprehensive Plan. When parking is provided in this manner, the development must provide shared parking for the later phases of the project to the satisfaction of the Board. Additionally, when an existing use is proposed to be retained as an interim use, the parking accessory to any such interim uses must conform to the rates set forth above. In all cases, parking at the ~~build-out~~ build out phase of the development must conform to the total number of spaces approved for the entire development.

Table 6100.9: PTC Minimum and Maximum Required Off-Street Vehicle Parking Spaces

Use	Per unit, bedroom, or 1,000 square feet of gross floor area	Less than 1/8 mile to Metro Station Entrance* (TOD District)		1/8 to ¼ mile to Metro Station Entrance* (TOD District)		More than ¼ to ½ mile to Metro Station Entrance* (TOD District)		Non-TOD Districts	
		Min	Max	Min.	Max	Min	Max	Min	Max
Single-Family Attached	Space(s) per unit	1 (1 up to 1.75)	2.2	1 (1 up to 1.75)	2.2	1 (1 up to 2)	2.5	1.3	2.7
Stacked Townhouse		1 (1 up to 1.5)	1.9	1 (1 up to 1.5)	1.9	1 (1 up to 1.7)	2.1	1.3	2.3
Multifamily	Per bedroom	0.2 (0 up to 0.4)	1.0 1.3 space for first bedroom and 0.3 space per additional bedroom	0.2 (0 up to 0.4)	1.0 1.3 space for first bedroom and 0.3 space per additional bedroom	0.3 (0 up to 0.4)	1.0 1.4 space for first bedroom and 0.3 space per additional bedroom	0.4	1.1 1.4 space for first bedroom and 0.3 space per additional bedroom

Table 6100.9: PTC Minimum and Maximum Required Off-Street Vehicle Parking Spaces

Use	Per unit, bedroom, or 1,000 square feet of gross floor area	Less than 1/8 mile to Metro Station Entrance* (TOD District)		1/8 to ¼ mile to Metro Station Entrance* (TOD District)		More than ¼ to ½ mile to Metro Station Entrance* (TOD District)		Non-TOD Districts	
		Min	Max	Min.	Max	Min	Max	Min	Max
Hotel/Motel	Per rental unit	none	1.0	none	1.0	none	1.05	0.7	1.08 <u>1.10</u>
Office	Spaces per 1,000 square feet of gross floor area	none	1.6	none	2.0	none	2.2	1.4	2.4

* As set forth in the Comprehensive Plan

- (c) A parking plan must be submitted and approved as part of the development for which the parking is provided, in accordance with the following:
1. For uses not specifically listed in Table 6100.9 above, the minimum parking space requirements in Tables 6100.2 and 6100.3 apply as follows:
 - a. In the Tysons Transit Oriented Development (TOD) Districts, no on-site parking is required, and the rates in ~~Table 6100.4~~ Tables 6100.2 and 6100.3 are the maximum number of parking spaces permitted.
 - b. In the Tysons Non-TOD Districts, the minimum number of parking spaces required is based on 70 **(60 up to 80)** percent of the specified rates established and the maximum number of parking spaces permitted is based on 110 percent of such specified parking rates.
 - (2) Required parking and loading spaces must be provided in an above- or below-grade parking structures to the maximum extent practicable.
 - (3) After the parking plan is approved, no additional parking is required for a change in use, if the mix of uses is in substantial conformance with the approved final development plan.
 - (4) Parking approved by the Board in accordance with a parking plan may be provided on a different lot from the use in accordance with subsection 6100.6.B.
 - (5) A property not zoned to the PTC District may ~~nonetheless~~ opt into the PTC District parking requirements in 6100.5.E. under ~~one of~~ the following criteria:
 - (a) The property is located in an area identified in the Comprehensive Plan as the Tysons Urban Center.
 - (b) The property is located in an area identified in the Comprehensive Plan as a Transit Oriented District or a Transit Development District wherein the TOD District rates in Table 6100.9 will apply.
 - (c) A parking plan must be submitted meeting the requirements of subsection 6100.5.E(1)(a), and;
 1. If part of a rezoning, development plan, PRC plan or special exception plat, or proffer or condition amendment if this specifies the number of spaces to be provided on a site, then the request requires Board approval,
 2. If part of site plan or parking redesignation plan, then the request requires approval by the Director.

F. PTC District Special Exception for Increase in Parking

- (1)** The Board may approve a special exception to allow an increase in parking in the PTC District above the parking maximums in Table 6100.9 when the applicant has demonstrated to the Board's satisfaction that:
 - (a)** The proposed uses cannot be adequately served by the combination of allowed parking, transit access, shared parking arrangements and similar means factors.
 - (b)** The increase in the number of parking spaces will not hinder or preclude the achievement of the Transportation Demand Management (TDM) goals for the property or the Tysons Urban Center, as set forth in the Comprehensive Plan.
 - (c)** The additional parking is needed for one of the following reasons:
 - 1.** The design of a parking structure necessitates the construction of additional parking. To qualify under this provision, the additional parking spaces must be available for public use for at least 12 hours a day, five days a week.
 - 2.** The applicant is proposing a use with unique parking needs to justify an increase in the parking rate.
 - 3.** The need for an increase in parking is the result of a change in previously approved shared parking, valet, or shuttle arrangements. To qualify under this provision, the additional parking spaces must be available for public use for at least 12 hours a day, five days a week.
 - 4.** The applicant proposes a single phase development that will precede the operation of mass transit opportunities, such as metro, circulator bus or other features that are planned to serve the Tysons Urban Center.
- (2)** All off-street parking spaces approved under this special exception may be administered by an entity established to manage the additional parking. Tools for managing the additional parking may include parking fees, controlled access, and any other operational management methods necessary to ensure satisfaction of the TDM goals for the property and the Tysons Urban Center. Additionally, the Board may impose conditions on the special exception including a requirement that the need for the additional parking be reevaluated within a specified period, based on changes in development patterns, uses, or other factors in and around the application property.

6. Adjustments to Minimum Required Off-Street Parking

A. Generally

- (1) Adjustments to the minimum parking requirements may be approved by the Board in conjunction with the approval of a rezoning or special exception in accordance with subsections 6100.6.B through G. Adjustments as used in this subsection indicate a reduced parking requirement. The applicant must demonstrate to the Board's satisfaction that:
 - (a) Fewer spaces than those required by this Article will adequately serve the use; and
 - (b) The reduction will not adversely affect the site or the adjacent area.
- (2) Unless otherwise stated, the Director may approve adjustments to the minimum parking requirements in accordance with subsections 6100.6.B and up to 30 percent through E to permit up to 50 **(Option to consider 30 up to 50)** percent less than the minimum requirement in accordance with subsection 6100.6.C. ~~(Option to consider additional limits to adjustments the Director may approve.)~~
- (3) With the exception of subsection 6100.6.B, any parking adjustment greater than 30 50 **(Option to consider 30 up to 50 60)** percent or otherwise not approved by the Director may be approved by the Board.
- ~~(4) Any parking adjustment may be subject to conditions, as determined by the Board or Director.~~
- (4) If it is determined by the Director or Board that a parking adjustment has resulted in inadequate site parking and has created adverse off-site impacts to public health and safety, a parking utilization study must be submitted at the request of Director or Board. The parking utilization study must be based on applicable requirements of *The Code of the County of Fairfax, Virginia*, and the Zoning Ordinance in effect at the time of the study's submission. Following review of that study, or if a study is not submitted within 90 days after its request, the Director or Board may require alternative measures to satisfy the on-site parking needs of the property. Such measures may include, but are not limited to, compliance with the parking requirements for the site.
- (5) A parking adjustment may not be approved by the Director if:
 - (a) There is a pending rezoning, special exception, or proffered condition amendment application for the site; or
 - (b) The number of parking spaces is specified by a proffered condition, special exception condition, or special permit condition, unless the approval allows such adjustments.
- (6) Any approved parking adjustment may be vacated by the Director or Board upon request when it is determined that the adjustment is no longer required.

B. Shared Parking Options

- (1) Adjustments in the minimum required parking for two or more uses may be approved when a shared parking calculation and, if applicable, a parking agreement between the shared uses, is submitted. Any such ~~Such~~ agreement is subject to approval by the Director or Board to ensure continued availability of the spaces. The shared parking calculation must be based on the following methodology in accordance with Table 6100.10 below:
 - (a) Determine the minimum parking requirements for each individual use based on Table 6100.2 and, if applicable, subsection 6100.5.
 - (b) Multiply each amount by the corresponding percentage for each of the time periods in the table.
 - (c) Sum the total requirement for each use for each time period.
 - (d) The time period with the highest value will be the minimum parking requirement for all uses sharing the space. If a use is ~~Other uses~~ not in the table, it must undergo a separate analysis as defined in subsection 6100.6.B.(2) below.

TABLE 6100.10: Shared Parking Options

Time Period	Weekday Daytime	Weekday Evening	Weekend Daytime	Weekend Evening
Residential (Multifamily, Live-Work and Independent Living Facility)	60%	100%	90%	100%
Public, Institutional, and Community Uses	100%	25%	25%	5%
Religious Assembly and Religious Assembly with Private School, Specialized Instruction Center, or Child Care	100%	100%	100%	100%
Office	100%	5%	5%	5%
Hotel	80%	100%	80%	100%
Restaurant, Craft Beverage Production Establishment and Entertainment, Public	50%	80%	80%	100%
Other Commercial Uses and Shopping Centers	60%	90%	100%	70%
Industrial Uses	100%	5%	5%	5%

- (2) For a shared parking adjustment that does not meet the criteria in subsection 6100.6.B.(1) above, or for an adjustment exceeding the limits permitted under that subsection, the number of required parking spaces may be adjusted when the applicant has demonstrated that fewer spaces than those required will adequately serve two or more uses. A shared parking calculation and, if applicable, a parking agreement, must be submitted and be approved by the Director to ensure continued availability of the spaces.
- (3) The use of parking spaces on an adjacent site to meet minimum parking requirements may be approved when all the following criteria apply, as demonstrated by the applicant, ~~and there is no adverse off-site impact.~~
- (a) The supplied off-site parking is more than the parking required for the off-site use, or ~~that~~ the sum of the hourly parking demand of the uses on the adjacent can allow sharing.
 - (b) The required spaces for the use are subject to an agreement or arrangements that will ensure the continuing availability of the spaces.
 - (c) Either:
 1. The required spaces are located within 1,000 feet walking distance of a building entrance; or
 2. A valet or shuttle service serving the use is established with an agreement or arrangement ensuring the operation of the service.

C. Transit-Related Parking Adjustments

- (1) ~~A~~ For uses not subject to subsection 6100.5, a 10 percent adjustment of the minimum parking requirements ~~established in Tables 6100.2 or 6100.3 may be approved for uses not subject to subsection 6100.5 when it is demonstrated that when~~ the use is located within 1,000 feet walking distance of a transit facility stop consisting of a streetcar, bus rapid transit, express bus service, or a bus stop that serves a rail station ~~or transit facility that will be constructed or implemented, or the construction or implementation of a transit facility that will occur generally within 10 years of after~~ approval of the adjustment development.
- (2) A transit-related adjustment greater than the 10 percent adjustment permitted under subsection 6100.6.C.(1) above, or greater than the percentage adjustment allowed in subsection 6100.5, may be approved if the requirements of, ~~in addition to being located within 1,000 feet walking distance to a rail transit facility or facilities defined in subsection 6100.6.C(1) above~~ are met and the applicant demonstrates the adjustment is proportional and includes at least two of the following supporting elements ~~are demonstrated by the applicant~~:
 - (a) A proffered transportation demand management (TDM) program that meets Fairfax County Department of Transportation criteria.
 - (b) Bicycle parking provided in accordance with Section 6102.
 - (c) A walk or bike score of greater than 70 in accordance with the most recent Walk Score® methodology.

D. Affordable Housing

A parking adjustment may be approved upon demonstration by an applicant that all dwelling units within a building will serve individuals with incomes at or below 70 percent of the Area Median Income for the Washington Metropolitan Statistical Area, based on income averaging.

E. Publicly Accessible Parking Areas

A ~~proportional~~ parking adjustment may be approved when it is demonstrated that on-site parking can be reduced with the following off-site parking options:

- (1) Metered on-street parking is available within 1,000 feet walking distance of the site; or
- (2) The County has either constructed or funded the construction an off-street public parking area within one-half mile walking distance of the site and such funding will ensure completion of the public parking area within ten years of the approval of the adjustment ~~site development~~; or
- (3) Commercial public off-street parking is located within 1,000 feet walking distance of the site.

F. Public Benefit

A parking adjustment may be approved if the required number of off-street parking spaces conflicts with meeting the public benefits identified below, after an evaluation of a proposal that provides adequate information to support the benefit of an adjustment.

- (1) The adjustment will provide for preservation or avoiding adverse impact of a historic structure or site identified on the Fairfax County Inventory of Historic Sites.
- (2) The adjustment will provide for preservation or avoiding damage to significant trees, as determined by the Urban Forester.
- (3) ~~To~~ The adjustment will facilitate an increase in open space more than 10 percent **(10 up to 30 percent)** above the minimum requirement.
- (4) The adjustment will mitigate stormwater run-off above the minimum Public Facilities Manual requirement.

G. Other Parking Adjustments

For any adjustment that is not eligible for consideration under other provisions of this Article, the Board may reduce the total number of required parking spaces when the applicant has demonstrated that, due to the unique characteristics of the site or use(s) on the site, the spaces proposed to be eliminated are unnecessary.

6101. Off-Street Loading

1. Applicability

A. Applicability

All structures and uses must provide off-street loading spaces in accordance with this section.

B. Change in Use or Expansion of an Existing Structure or Use

For a change in use or ~~when for the expansion of an existing structure or use is expanded~~, off-street loading spaces must be provided only for the change in use or the expanded portion of the use or structure.

2. General Provisions

- A. All required off-street loading spaces must be located on the same lot as the use served. However, the Director may waive this requirement when the off-street loading spaces are provided cooperatively for two or more uses, subject to arrangements approved by the Director that ~~assures~~ ensures the continued availability of such spaces for all uses.
- B. Required off-street loading spaces and their appurtenant aisles and driveways may not be encroached upon or adjusted in any manner, except with approval by the Director in the following circumstances:
 - (1) Adjustments due to a reduction in size or change in use that lowers the requirement.
 - (2) Adjustments for an existing structure or use to provide an accessibility improvement.
 - (3) Adjustments to allow for colocation with refuse and recycling facilities.
- C. Loading spaces may not be located in a required front setback.
- D. Required off-street loading spaces may not be used to satisfy the off-street parking requirements.
- E. Loading spaces must not interfere with the free circulation of vehicles in any off-street parking lot.
- F. No motor vehicle repair work, except emergency service, is permitted within any required off-street loading space.
- G. All off-street loading spaces must be provided with safe and convenient access to a street. If any such space is located contiguous to a street, the street side must be curbed, and ingress and egress ~~must~~ may be provided only through driveway openings whose dimension, location, and construction is in accordance with the provisions of the Public Facilities Manual.
- H. All off-street loading areas, including aisles and driveways, are required to be constructed and maintained with a dustless surface in accordance with construction standards ~~presented~~ in the Public Facilities Manual; however, the Director may approve a modification or waiver of the dustless surface requirement in accordance with the Public Facilities Manual.
- I. All off-street loading spaces must be a minimum of 15 feet wide, 25 feet long and 15 feet high, except that where one such loading space has been provided, any additional loading space abutting along the long dimension of the first loading space need not be wider than 12 feet.
- J. Where a structure contains a combination of uses, loading spaces must be provided based on the sum of the required spaces for each use.
- K. Where the minimum required loading spaces ~~is~~ are not identified for a particular use, and there is no similar use listed, the Director, in consultation with the Zoning Administrator, will determine the minimum requirement for the most similar general type of use.
- L. Calculation of required loading spaces is as follows:
 - (1) If the structure is under 10,000 (5,000-25,000) square feet no loading is required, and adequate receiving facilities are required in accordance with subsection 6101.2.M.

(2) If the structure is over 10,000 (5,000-25,000) square feet the entire square footage of the structure is used to determine the loading requirement. When the calculated number of spaces results in a number containing a fraction, the required number of spaces is rounded down when the fractional unit is less than 0.5 and is rounded up when the fractional unit is greater than 0.5.

M. An adequate receiving facility, as determined by the Director, is required for all structures under 10,000 (5,000 up to 25,000) square feet of gross floor area that the Director determines are likely to receive or make deliveries from vehicles of a size or at a frequency that may interfere with vehicle parking or circulation on the parcel. Adequate receiving facilities are not subject to the size restrictions for loading spaces in subsection 6101.2 above and may include, but are not limited to, the following:

- (1) Reserved parking space for loading activities.
- (2) Pull off area along the curb that does not restrict with vehicular movement.
- (3) Area within the structure for loading activities.
- (4) Undeveloped areas of the parcel not designated for parking or landscaping and not necessary for vehicle, pedestrian, or bicycle circulation.

3. Minimum Required Off-Street Loading Spaces

A. Minimum off-street loading spaces accessory to the listed use classifications as defined in Table 6101.1 must be provided in accordance with the following table; however, there is no loading space required for a structure with less than 10,000 (5,000 up to 25,000) square feet of gross floor area:

Table 6101.1: Minimum Required Off-Street Loading Spaces

Use	Minimum Loading Requirement
AGRICULTURAL AND RELATED USES	
Agricultural and Related Uses	No minimum requirement
RESIDENTIAL USES	
Dwelling, Multifamily; Dwelling Multifamily-ADU Development Congregate Living Facility Residence Hall	1 space per each 100,000 square feet of gross floor area, <u>provided except</u> that: <ul style="list-style-type: none"> No more than 2 loading spaces are required for a structure.
PUBLIC, INSTITUTIONAL, AND COMMUNITY USES	
Public, Institutional, and Community Uses	1 space per each 100,000 square feet of gross floor area, <u>provided except</u> that: <ul style="list-style-type: none"> No more than 3 loading spaces are required for a structure when located in a Commercial Revitalization District as defined in Section 3102, or in an area identified by the Comprehensive Plan as a Commercial Revitalization Area, Commercial Business Center, Suburban Neighborhood in the Richmond Highway Corridor, Transit Station Area, Transit Oriented District, Transit Development District, or Tysons Urban Center; and No more than 5 loading spaces are required for a structure in any other area.

Table 6101.1: Minimum Required Off-Street Loading Spaces

Use	Minimum Loading Requirement
COMMERCIAL USES	
Office, Hotel, and Commercial Indoor Recreation	<p>1 space per each 100,000 square feet of gross floor area, <u>provided except</u> that:</p> <ul style="list-style-type: none"> No more than 3 loading spaces are required for a structure when located in a Commercial Revitalization District as defined Section 3102, or in an area identified by the Comprehensive Plan as a Commercial Revitalization Area, Commercial Business Center, Suburban Neighborhood in the Richmond Highway Corridor, Transit Station Area, Transit Oriented District, Transit Development Area, or Tysons Urban Center; and No more than 5 loading spaces are required for a structure in any other area.
All Other Commercial Uses, Including Shopping Centers	<p>1 space per 50,000 square feet of gross floor area, <u>provided except</u> that:</p> <ul style="list-style-type: none"> No more than 3 loading spaces are required for a structure when located in a Commercial Revitalization District as defined in Section 3102, or in an area identified by the Comprehensive Plan as a Commercial Revitalization Area, Commercial Business Center, Suburban Neighborhood in the Richmond Highway Corridor, Transit Station Area, Transit Oriented District, Transit Development District, or Tysons Urban Center; and No more than 5 loading spaces are required for a structure in any other area.
INDUSTRIAL USES	
Industrial Uses	<p>1 space per each 50,000 square feet of gross floor area <u>provided except</u> that:</p> <ul style="list-style-type: none"> No more than 5 off-street loading spaces are required for a structure.

- B.** ~~The Board, as part of a rezoning or special exception, or the Director, as part of a site plan,~~ may adjust the number of loading spaces required by this section when the applicant has demonstrated to the Board's ~~or~~ Director's satisfaction that:
- (1) Fewer spaces than those required will adequately serve the use; and
 - (2) The adjustment will not adversely affect the site or adjacent areas; or
 - (3) Off-street loading spaces are provided cooperatively for two or more uses, subject to arrangements that will assure the continued availability of the spaces; or
 - (4) Adequate receiving facilities are provided in accordance with subsection 6101.2.L.
- C.** The Director, as part of a site plan, may adjust the number of loading spaces required by this section when the applicant has demonstrated to the Director's satisfaction that:
- (1) Off-street loading spaces are provided cooperatively for two or more uses, subject to arrangements that will assure the continued availability of the spaces; or
 - (2) Adequate receiving facilities are provided in accordance with subsection 6101.2.L.

6102. Bicycle Parking Requirements

Bicycle parking is an essential element in a multimodal transportation system. ~~Lack of Knowing~~ secure bicycle parking is a common barrier to is available encourages bicycling as a convenient, healthy, affordable, and environmentally friendly mode of transportation. Bicycle parking must be provided for all land uses, unless otherwise exempted by this section.

1. General Provisions

- A. The required minimum number of bicycle parking spaces is based on the minimum number of vehicle spaces required for the use or building prior to any adjustments permitted in subsection 6100.5 or 6100.6.
- B. When the calculated number of spaces results in a number containing a fraction, the number is rounded up to the nearest whole number. Where a site or building contains a combination of uses, the bicycle parking requirement is based on the sum of spaces required for the individual uses. ***(Option for Board to consider standard rounding: When the calculated number of spaces results in a number containing a fraction, the required number of spaces is rounded down when the fractional unit is less than 0.5 and is rounded up when the fractional unit is 0.5 or more.)***
- C. Unless otherwise specified in this section, each use is required to provide at least two bicycle parking spaces.
- D. Bicycle spaces may consist of bicycle racks, bicycle storage facilities, or a combination of both and they must conform with the Public Facilities Manual and the Fairfax County Department of Transportation Bicycle Guidelines.
 - (1) A bicycle rack or storage facility must:
 - (a) Allow each bicycle to be securely held upright with its frame supported in at least two places and allow the frame and one wheel to be locked by a durable high-security lock; ~~and~~
 - (b) Be securely anchored and mounted on a dustless surface.
 - (2) Each bicycle rack or storage facility location must:
 - (a) Be at least ten feet from any fire hydrant or fire hose connection and three feet from any other obstruction, including another bicycle rack.
 - (b) Be in a publicly accessible location and not interfere with pedestrian movement.
 - (3) At least 50 percent ***(25 up to 75 percent)*** of the required bicycle parking spaces must meet the following:
 - (a) When located in an outdoor rack, the bicycle spaces must be within 50 feet ***(50 up to 100 feet)*** of ~~a~~ the main entrance to the building.
 - (b) When located in a storage facility, bicycle spaces must be within 100 feet ***(100 up to 300 feet)*** of the main entrance to the building, or inside the building at ground level. Each space must be available and accessible for all building tenants and visitors during the hours of operations of the use. For residential structures each space must be accessible 24 hours a day, 7 days a week.
 - (c) The Director, in consultation with the Fairfax County Department of Transportation, may modify the location of the outdoor racks or storage facility requirements when it is demonstrated compliance is not feasible due to site constraints.
- E. When bicycle parking spaces are required by Table 6102.1, bicycle parking must be installed when any of the following occurs:
 - (1) New construction of a principal building.
 - (2) Expansion of an existing principal building resulting in a requirement of more than five additional ***(1 up to 10)*** bicycle spaces.
 - (3) Change of use or expansion of a use resulting in a requirement of more than five additional ***(1 up to 10)*** bicycle spaces.
- F. ~~The Board of Supervisors, as part of a rezoning or special exception, or the Director, as part of a site plan~~ may adjust the number or location of bicycle spaces required by this section when the applicant has demonstrated to the Board's ~~or Director's~~ satisfaction that fewer spaces than those required will adequately serve the use.

2. Minimum Required Bicycle Parking Spaces

Minimum off-street bicycle parking spaces must be provided in accordance with Table 6102.1.

Table 6102.1: Minimum Required Bicycle Parking Spaces

Use	Minimum Requirement
AGRICULTURAL AND RELATED USES	
Agricultural and Related Uses	2 spaces (2 up to 12 spaces)
RESIDENTIAL USES	
Dwelling, Multifamily	<ul style="list-style-type: none"> • 10 5 percent (3 up to 10 percent) of the required vehicle parking spaces; or • 15 10 percent (5 up to 15 percent) of the required vehicle parking spaces if located within an area designated as a Commercial Revitalization District, as defined in Section 3102, or an area identified in the Comprehensive Plan as a Community Business Center, Commercial Revitalization Area, Urban Core of the Fairfax Center Area, or Suburban Neighborhood in the Richmond Highway Corridor; or • 20 15 percent (10 up to 20 percent) of the required vehicle parking spaces if located within an area designated in the Comprehensive Plan as a Transit Station Area, Transit Oriented District, Transit Development District, or Tysons Urban Center
Dwelling, Multifamily-ADU Development	
Residence Hall	
All other Residential Uses	
All other Residential Uses	No minimum requirement
PUBLIC, INSTITUTIONAL, AND COMMUNITY USES	
Club, Service Organization, or Community Center	<ul style="list-style-type: none"> • 5 percent (3 up to 10 percent) of the required vehicle parking spaces; or • 10 percent (5 up to 15 percent) of the required vehicle parking spaces if located within an area designated as a Commercial Revitalization District, as defined in Section 3102, or an area identified in the Comprehensive Plan as a Community Business Center, Commercial Revitalization Area, Urban Core of the Fairfax Center Area, or Suburban Neighborhood in the Richmond Highway Corridor; or • 15 percent (10 up to 20 percent) of the required vehicle parking spaces if located within an area designated in the Comprehensive Plan as a Transit Station Area, Transit Oriented District, Transit Development District, or Tysons Urban Center
College or University	
Community Swim, Tennis, and Recreation Club	
Congregate Living Facility	
Cultural Facility or Museum	
Independent Living Facility	
Medical Care Facility	
Public Use	
Religious Assembly	
Religious Assembly with Private School, Specialized Instruction Center, or Child Care Center	
Specialized Instruction Center	
School, Private	

Table 6102.1: Minimum Required Bicycle Parking Spaces

Use	Minimum Requirement
All other Public, Institutional, and Community Uses	<ul style="list-style-type: none"> 2 spaces (2 up to 4 spaces); or 4 spaces (2 up to 8 spaces) if located within an area designated as a Commercial Revitalization District, as defined in Section 3102, or an area identified in the Comprehensive Plan as a Community Business Center, Commercial Revitalization Area, Urban Core of the Fairfax Center Area, or Suburban Neighborhood in the Richmond Highway Corridor; or 8 spaces (6 up to 12 spaces) if located within an area designated in the Comprehensive Plan as a Transit Station Area, Transit Oriented District, Transit Development District, or Tysons Urban Center
COMMERCIAL USES	
Commercial Recreation, Indoors	<ul style="list-style-type: none"> 10 5 percent (3 up to 10 percent) of the required vehicle parking spaces; or 15 10 percent (5 up to 15 percent) of the required vehicle parking spaces if located within an area designated as a Commercial Revitalization District, as defined in Section 3102, or an area identified in the Comprehensive Plan as a Community Business Center, Commercial Revitalization Area, Urban Core of the Fairfax Center Area, or Suburban Neighborhood in the Richmond Highway Corridor; or 20 15 percent (10 up to 20 percent) of the required vehicle parking spaces if located within an area designated in the Comprehensive Plan as a Transit Station Area, Transit Oriented District, Transit Development District, or Tysons Urban Center
Commercial Recreation, Outdoors	
Hotel or Motel	
Office	
Restaurant	
Restaurant, Carryout	
Retreat Center	
Retail Sales, General	
Retail Sales, Large	
Shopping Center	
Stadium	
Quasi-Public Park, Playground, or Athletic Field	<ul style="list-style-type: none"> 1 space per 20 required <u>provided</u> vehicle parking spaces; or 1 space per 10 required <u>provided</u> vehicle parking spaces or a minimum of 6 bike spaces if located within an area designated as a Commercial Revitalization District, as defined in Section 3102, or an area identified in the Comprehensive Plan as a Community Business Center, Commercial Revitalization Area, Urban Core of the Fairfax Center Area, or Suburban Neighborhood in the Richmond Highway Corridor; a Transit Station Area, Transit Oriented District, Transit Development District, or Tysons Urban Center
All Other Commercial Uses	<ul style="list-style-type: none"> 2 spaces (2 up to 4 spaces); or 4 spaces (2 up to 8 spaces) if located within an area designated as a Commercial Revitalization District, as defined in Section 3102, or an area identified in the Comprehensive Plan as a Community Business Center, Commercial Revitalization Area, Urban Core of the Fairfax Center Area, or Suburban Neighborhood in the Richmond Highway Corridor; or

Table 6102.1: Minimum Required Bicycle Parking Spaces

Use	Minimum Requirement
All Other Commercial Uses	<ul style="list-style-type: none"> 8 spaces (6 up to 12 spaces) if located within an area designated in the Comprehensive Plan as a Transit Station Area, Transit Oriented District, Transit Development District, or Tysons Urban Center
INDUSTRIAL USES	
Industrial Uses	<ul style="list-style-type: none"> 2 spaces (2 up to 4 spaces); or 4 spaces (2 up to 8 spaces) if located within an area designated as a Commercial Revitalization District, as defined in Section 3102, or an area identified in the Comprehensive Plan as a Community Business Center, Commercial Revitalization Area, Urban Core of the Fairfax Center Area, or Suburban Neighborhood in the Richmond Highway Corridor; or 8 spaces (6 up to 12 spaces) if located within an area designated in the Comprehensive Plan as a Transit Station Area, Transit Oriented District, Transit Development District, or Tysons Urban Center

The following proposed changes are required to align with the repeal and replacement of Article 6, Parking and Loading. The proposed changes are based on the provisions of the adopted Zoning Ordinance in effect as of May 10, 2023. Additions are shown as underlined while deletions are shown as ~~strike through~~.

INSTRUCTION: Delete “off-street parking, loading” in subsection 2105.1.D(1)

- (1) Other than those regulations specifically listed for a particular planned district, the open space, ~~off-street parking, loading~~, sign, and all other similar regulations in this Ordinance will generally apply to all planned developments.

INSTRUCTION: Update the references in subsection 2105.6.C(2)(b) and 2105.6.C(5)(c)

- (b) Additional off-street parking and loading requirements in the PTC District are included in Section 6100 ~~6102~~.
- (c) All off-street parking, loading, and stacking spaces for existing uses must be included as a part of the parking plan in Section 6100 ~~6102~~. Existing surface parking may be retained, provided this parking is redesigned, to the extent feasible, if it achieves the following:
1. Minimizes pedestrian conflicts by limiting the number of curb cuts;
 2. Provides clearly identified pedestrian access through the parking lot; and
 3. Provides appropriate interior and perimeter landscaping and screening to minimize the potential adverse impacts on adjacent property.

INSTRUCTION: Replace parking “lots” with parking “areas” in subsection 3101.6.B(1)(c), subsection 4102.8.F(2), (4), (6), (7), subsection 8101.2.C(1)(c)4, section 9102 and 9103. Replace “surfacing” material with “surface” material in subsection 4102.8.F(2).

Subsection 3101.6.B(1)(c) Administration of Historic Overlay District Regulations

- (c) The location of buildings, structures, streets, parking lots ~~areas~~, and planting and landscape features;

Subsection 4102.8.F(2), (4), (6) and (7) Interim Off-Street Parking in Metro Station Area standards when permitted by special exception

- (2) Accessible off-street parking spaces and related access aisles and accessible routes must be provided in accordance with Article 6. All other provisions of Article 6 do not apply; instead, the parking lot must comply with the following standards:
- (a) The Director may approve a temporary ~~surfacing~~ surface material in accordance with the following requirements:
1. Pavement must be placed from the edge of existing pavement for a minimum distance of 25 feet into the interior of the site at each entrance and exit to prevent the parking lot ~~area~~ ~~surfacing~~ surface materials from entering the abutting street.
 2. Temporary paved sidewalks must be provided within and adjacent to the parking lot ~~area~~ at all locations where significant pedestrian traffic is anticipated.
 3. Safe and convenient pedestrian access must be provided from the parking lot ~~area~~ to the station entrance.
 4. The ~~surfacing~~ surface material must be maintained in good condition at all times.

- (4) In approving the special exception, the Board may impose conditions and restrictions it deems necessary to assure that the off-street parking lot area will be compatible with and not adversely impact the adjacent area or adversely impact the site itself in a manner that would hinder future development in accordance with the existing zoning and Comprehensive Plan. Conditions may include, but are not limited to the following:
- (6) In residential districts, the following requirements apply in addition to subsections (1) through (5) above:
 - (a) The minimum lot size is five acres.
 - (b) More than 50 percent of the proposed parking lot area must be located within a 1,500-foot radius of a Metro Station platform entrance.
 - (c) The number of off-street parking spaces allowed within the vicinity of any one Metro Station may not exceed the number of Metro Station parking spaces temporarily displaced during construction on the Metro Station site.
 - (d) At a minimum, Transitional Screening 3 is required at the outer boundaries of the lot where the lot abuts or is across the street from a Residential district. Adequate landscaping and screening must be provided to assure compatibility of the parking lot area with adjacent property and the surrounding vicinity. The Board may require the preservation of existing natural screening and plant materials.
 - (e) The Board must impose a time limitation on the special exception to ensure that the use will not be operational before the displacement or after the re-establishment of the Metro Station parking spaces; however, the special exception may be renewed in accordance with the provisions of subsection 8101.3.
- (7) In commercial and industrial districts, and on land in residential districts that is designated for commercial or industrial development, the following requirements apply in addition to subsections (1) through (5) above:
 - (a) More than 50 percent of the proposed parking lot area must be located within a 2,000-foot radius of a Metro Station platform entrance.
 - (b) The number of temporary off-street parking spaces allowed within the vicinity of any one Metro Station must not exceed the difference between the ultimate number of Metro Station parking spaces planned for the station and the number existing at the time the application is filed; however, in the case of an in-line station serving temporarily as a terminus, the Board may allow an appropriate portion of the future Metro Terminal Station's parking allocation to be temporarily located in the vicinity of the in-line station, if the applicant demonstrates that there is presently a need for the additional parking spaces.
 - (c) The provisions of Section 5108 do not apply. Adequate landscaping and screening must be provided to assure compatibility of the parking lot area with adjacent property and the surrounding vicinity. The Board may require the preservation of any natural screening and plant materials.

Subsection 4102.GG(7) Garden Center standards when permitted by special exception

- (7) All off-street parking lots areas, ~~including aisles and driveways~~ must be constructed and maintained with a dustless surface in accordance with the provisions of the Public Facilities Manual, unless a modification or waiver of the dustless surface requirement is approved by the Director.

Subsection 8101.2.C(1)(c)4 Zoning Map Amendments

- 4. The on-site vehicular and pedestrian circulation system, including the location and width of all streets, driveways, entrances to parking lots areas, parking structures and loading areas, walkways, bicycle paths, and all trails required by the Comprehensive Plan. Connections with off-site streets and trails that are existing or are required by the Comprehensive Plan, including the grid of streets and streetscape;
 - a. The vehicular and pedestrian circulation system, including the location and width of all streets, driveways, entrances to parking lots areas, parking structures and loading areas, walkways, bicycle and bridle paths, and all trails required by the Comprehensive Plan;

- b. The vehicular and pedestrian circulation system, including the location and width of all existing, platted, and proposed streets and easements, including names and route numbers, the approximate width and typical cross sections, including acceleration, deceleration, and turn lanes, service drives, entrances to parking lots areas, and parking structures, the location and width of walkways, bicycle and bridle paths, and all trails required by the Comprehensive Plan;

Section 9102 General Terms

Street Line

The dividing line between a street and a lot; same as a right-of-way line of a public street, or the curb line of a parking lot bay, travel lane or private street (See Figure 9102.3).

Section 9103 Uses

Transit Facility

A station and its associated pedestrian connections, bus bays, parking lots areas, service yards, and inspection yards associated with rail or non-rail transit systems, including but not limited to WMATA Metrorail and Virginia Railway Express (VRE) facilities. A transit facility does not include a facility containing only administrative offices operated by a transit facility authority or entity.

INSTRUCTION: Revise subsection 3102.3.E(2)(a), (b), (c) and (d) as follows.

Subsection 3102.3.E(2) Commercial Revitalization Districts Standards Applicable to All Commercial Revitalization

(2) Parking

The off-street parking and loading, and private street requirements of subsection 5107 and Article 6 apply, except as follows:

- ~~(a)~~ In the Richmond Highway CRD, the minimum off-street parking requirements for all nonresidential uses may be reduced by 20 percent.
- ~~(b)~~ In all other CRDS, the minimum off-street parking requirements for nonresidential uses may be reduced by up to 20 percent by the Board, subject to conditions it deems appropriate. The applicant must demonstrate to the Board that the reduction furthers the goals of the CRD as set forth in the Comprehensive Plan, including economic vitality, appearance and function. A request for this reduction in minimum off-street parking requirements may also be considered in conjunction with a rezoning or special exception application. The parking reduction established in Section 8102 is not applicable.
- ~~(c)~~ For a mixed-use development in a PDC or PRM District, the minimum off-street parking requirements for residential and nonresidential uses may be reduced by the Board in accordance with Article 6. The applicant must demonstrate to the Board that the reduction furthers the recommendations of the Comprehensive Plan for the area and that the reduction will not adversely affect the site or the adjacent area.
- ~~(d)~~ The provisions of subsection 6100.1 are applicable, except that where there are practical difficulties or if the public safety or public convenience would be better served by parking spaces that are not located on the same lot or a lot contiguous to the use to which it is accessory. The Director, acting on a specific request for a nonresidential use, may authorize an alternative location subject to appropriate and the following:
 - ~~1.~~ The required spaces are permanently available because of agreements or arrangements approved by the Director; and
 - ~~2.~~ The Director is satisfied that the required spaces are generally located within 500 feet walking distance of a building entrance to the use served by the spaces, or that there are off-site with valet or

~~shuttle service access subject to agreements or arrangements that will ensure the operation of those services without any adverse impacts on the site of the parking spaces or the adjacent area.~~

- ~~(e)~~ With special exception approval in accordance with subsection ~~8100.3~~, the Board may approve an alternative location that conforms with the provisions in subsection (d) above.
- ~~(f)~~ ~~that the~~ ~~The~~, in a CRD District, the front setback requirement standard in subsection 6100.2.A(3) ~~which requires~~ does not apply to off-street parking spaces that are located on the ground and open to the sky ~~to be located no closer than ten feet to any front lot line does not apply in CRD Districts.~~

INSTRUCTION: Delete “and stacking” in subsections 4102.5.G(5), 4102.H(4), 4102.5.CC(6), 4102.5.NN(12), 4102.6.B(8)

Subsection 4102.5.G(5) Restaurant standards when permitted by special exception

- (5) ~~Parking and stacking~~ spaces must be provided and located in such a manner as to facilitate safe and convenient vehicle and pedestrian access to all uses on the site.

Subsection 4102.5.H(4) Restaurant, Carryout Standards when permitted by special exception

- (4) ~~Parking and stacking~~ spaces must be provided and located to facilitate safe and convenient vehicle and pedestrian access to all uses on the site.

Subsection 4102.5.CC(6) Convenience Store standards when permitted by special exception

- (6) ~~Parking and stacking~~ spaces must be provided and located in such a manner as to facilitate safe and convenient vehicle and pedestrian access to all uses on the site.

Subsection 4102.5.NN(12) Vehicle Fueling Station standards when permitted by special exception

- (12) ~~Parking and stacking~~ spaces must be provided and located in such a manner as to facilitate safe and convenient vehicle and pedestrian access to all uses on the site.

Subsection 4102.6.B(8) Goods Distribution Hub standards when permitted by special exception

- (8) The use must comply with subsection (1)(a) above. The site must be designed to facilitate safe and efficient on-site circulation, and parking, ~~and stacking~~ of vehicles.

INSTRUCTION: Delete subsection 4102.6.K(4)(b) and renumber accordingly.

4102.6.K(4) Craft Beverage Production Establishment Standards when permitted by special exception

- (4) In the I-3, I-4, I-5, and I-6 Districts, craft beverage production establishments are permitted by right in accordance with the following:
 - (a) A tasting room, consisting of up to 30 percent of the total gross floor area of the establishment, for the consumption of products produced on-site may be permitted as an accessory use. Any food served must be as an accompaniment to those products produced on-site and is limited to pre-packaged food items or food items that require limited preparation or reheating; and
 - ~~(b)~~ ~~Parking for the portion of the establishment devoted to production activities must be provided in accordance with the parking requirements for a manufacturing establishment in accordance with subsection 6100.3.E. Parking for a tasting room must be provided in accordance with the requirements for a craft beverage production establishment in accordance with subsection 6100.3.E; and~~
 - (b) ~~(c)~~ Retail sales may be permitted as an accessory use, as long as the associated retail sales area is limited to 10 percent of the gross floor area of the establishment.

INSTRUCTION: Replace parking “facilities” with parking “lots” in subsection 5100.2.Q.1(h)

Subsection 5100.2.Q.1(h) Major Underground Utility Easements

- (h) Off-street surface parking lots ~~facilities~~ in accordance with the provisions of the Public Facilities Manual if the facilities will not adversely impact the structural integrity of transmission pipelines.

INSTRUCTION: Update the subsection reference in subsection 5108.7.I.

Subsection 5108.7.I Waivers and Modifications to Transitional Screening and Barriers

- I. The adjoining land is in a residential district and is used for off-street parking as permitted by the provisions of subsection ~~6100.2.B~~ 6100.1.C.

INSTRUCTION: Add new paragraph 7 to subsection 8100.5.A(2)(a), Minor Variations Approved by the Board without a Public Hearing, as follows:

7. To add parking or loading spaces if the request:
- A. Does not exceed ten percent (Board option to consider 10 to up to 30 percent) of the area occupied by the approved parking lot; ~~and~~
 - B. Does not reduce the open space below the minimum required for the zoning district; ~~and~~
 - C. Does not have a materially adverse impact on the effectiveness of approved transitional screening, buffering, landscaping, open space, or stormwater management facilities; and
 - D. ~~Any parking added under this provision is subject to~~ Satisfies the parking lot landscaping requirements of subsection 5108.5.

INSTRUCTION: Amend subsection 9102 to add the following definitions in their alphabetical order

Loading Space

An off-street area, space, or dock used for the loading or unloading of cargo, products or materials.

Parking, Bicycle

Parking which meets the provisions of Section 6102 and consists of either an outdoor stationary fixture, such as a bicycle rack, which can support a bicycle upright with two points of contact and to which a bicycle can be securely attached (typically using a bicycle lock) to prevent theft; or an indoor or covered facility that is equipped with a bicycle cage, bicycle locker, bicycle racks or similar facility which can support a bicycle and is designed to prevent theft.

Parking Tabulation

A type of site plan submission that shows the required number of spaces for all land uses on a lot in accordance with the Minimum Parking Requirements set forth in Article 6

Parking, Tandem

The arrangement of parking spaces where one space is positioned directly in front of another space and one vehicle must be moved to access the other.

Parking, Valet

A service that provides parking of vehicles, including off-site locations, by an attendant, who may be a third party.

Stacking Space

A space specifically designated as a waiting area for vehicles patronizing a drive-through facility.

APPENDIX 1 - PROVISIONS RELATING TO PREVIOUS APPROVALS

2. Specific Provisions Regarding Previous Approvals

B. Amendments Adopted After May 10, 2023

(1) Repeal and Replacement of Article 6 Parking and Loading (ZO 112.2-2023-x)

- (a) For all applications for rezonings and related development plans, special exceptions, special permits, variances, PRC plans, subdivision plats, site plans, parking reductions, parking tabulations, redesignation plans and building permits, submitted and accepted for review before (effective date of the amendment), the applicant/owner are entitled to review under the provisions of the Zoning Ordinance as amended through (date prior to adoption of ZO 112.2-2023-x), if: (a) approval is granted within twelve months of (effective date of the amendment), or, if corrections to a properly submitted and accepted plan are deemed necessary by the reviewing authority, revised plans are resubmitted within six months of its disapproval; (b) the approval remains valid; and (c) the uses, features, and structures are constructed in accordance with approved plans and permits. Required subsequent plan and permit submissions may be accepted and approvals may be granted, consistent with those approvals. Revisions to such approvals may be approved if they do not aggravate conflicts with ZO 112.2-2023-x. Applicant/owner may elect to have the above applications reviewed in their entirety with the provisions of ZO 112.2-2023-x.
- (b) For all applications for rezonings and related development plans, special exceptions, special permits, variances, PRC plans, subdivision plats, site plans, parking reductions, parking tabulations, redesignation plans and building permits approved before (effective date of the amendment), the applicant/owner may continue under their previous approval or elect to utilize the requirements of ZO 112.2-2023-x, subject to the development being in substantial conformance with an approved special permit plat, special exception plat, or development plan, unless the site is subject to proffers or conditions requiring a specific number of parking or loading spaces.
- (c) To minimize the degree of current noncompliance additional off-street parking may be added to an existing development that, though it met the parking requirement in effect at the time of development, does not comply with the current requirements, subject to its being in being in substantial conformance with an approved special permit plat, special exception plat, or development plan.
- (d) All parking spaces approved as compact parking spaces prior to the adoption of this ordinance are compliant as available provided parking.

FAIRFAX COUNTY



Parking and Loading Zoning Ordinance Amendment

NOTABLE CHANGES FROM THE MARCH 21, 2023, DRAFT TEXT

May 30, 2023

Introduction

On March 21, 2023, the Board of Supervisors (Board) authorized advertisement of public hearings on this amendment and public hearings were scheduled before the Planning Commission on April 19, 2023, and before the Board on June 6, 2023. However, on March 23, 2023, the Virginia Supreme Court issued an opinion in *Berry vs. Board of Supervisors* declaring the County's 2021 Zoning Ordinance, adopted in March 2021 and commonly referred to as zMOD, void *ab initio*. Since the proposed parking amendment was based on the zMOD Ordinance, the scheduled public hearings were placed on hold and not advertised. On May 9, 2023, following public hearings held by the Planning Commission and the Board, the Board voted to readopt the 2021 Zoning Ordinance as amended through March 22, 2023, as Chapter 112.2 of the County Code. During this time frame, staff continued to review the project recommendations as well as consider community and consultant input. An updated version of the proposed amendment text with changes from the previous Board Item shown in strike through and underline is available on the [project webpage](#). Edits have been proposed in several subsections for plain language and improve readability. Unless noted below these edits made no substantive changes to the proposal.

6100.1 Off-Street Parking

- ❖ **Parking Tabulations:** Added requirement that a tabulation for bicycle parking be provided with a site plan or minor site plan for a new structure or a change in use resulting in an increased parking requirement. The new language is being proposed to be added to be clear that in addition to vehicle parking tabulations and tabulation is required for bicycle parking.

6100.2 Off-Street Parking Standards, Layout and Design

- ❖ No substantive changes to the proposal.

6100.3 Calculation of Off-Street Parking

- ❖ **Applicability of number of employees and 'major shift':** New subsection added to clarify that when the number of employees is used for parking calculations it is based on the number of employees on a major shift versus the entire number of employees. This clarification is consistent with past interpretations.

6100.4 Minimum Required Off-Street Vehicle Parking Spaces, and Stacking Spaces

- ❖ **Deletion of 'major shift' language:** Removed the term 'major shift' from the table when parking is based on employees and relocated the language to subsection 6100.3.
- ❖ **Community Swim, Tennis, and Recreation Club:** The community pools rate was revised to permit a proportional reduction of spaces for members that live within one half mile of the facility. The change was made to provide guidance to the Director regarding when a lower number of spaces may be permitted. Recreation club now proposes a minimum rate instead of a determination of the rate by the Director.
- ❖ **Miscellaneous Revised Rates:** The proposed rates for a cemetery, crematory, catering, indoor and outdoor commercial recreation uses were revised to permit these uses to also be based on number of employees or the size of the building, whichever results in a lower requirement, since these uses may have a small number of employees in relation to the building size.

6100.5 Tiered Framework and PTC District - Off-Street Parking Requirement

- ❖ **Revitalization:** Modified the staff recommendation for multifamily dwelling units to be 80 percent of the base rate which was previously an option. A requirement based on the number of bedrooms is now an option.
- ❖ **PTC Multifamily:** The current Zoning Ordinance bases the minimum and maximum parking for multifamily dwellings on the dwelling unit with different rates for 1-, 2- and 3-bedroom dwelling units. The proposal bases the minimum parking on the total number of bedrooms in the building, which in the staff's opinion is a more accurate assessment of parking demand. With the change in how minimum and maximum rates were calculated staff wanted to make sure the proposed maximum rates were consistent with the current restrictions. The proposed maximum rates reflect the current maximum rates for 0-1 bedroom units with the same proportional increase in maximum parking as an increase in bedrooms.
- ❖ **PTC Hotel:** Adjusted the maximum parking rate in the non-TOD area from 1.08 spaces to 1.1 acres per rental units which is 110 percent of the base rate and consistent with other maximum rates in the non-TOD area.

6100.6 Adjustments to Minimum Required Off-Street Parking

- ❖ **Generally:** Added criteria that the applicant demonstrates to the Boards satisfaction that there be no adverse impact to adjacent properties and that fewer spaces will adequately serve the use when considering an adjustment to the rates.
- ❖ **Director Approval:** Reduced the authority of the Director to approve a transit related reduction up to 30 percent (formerly 50 percent). Except for shared parking, all other reduction options, and reductions greater than 30 percent require Board approval.
- ❖ **Utilization Study:** Added an additional subsection that permits the Board or Director to request a parking utilization study if a parking reduction results in inadequate on-site parking. Alternative measures to satisfy the parking needs of the property can be required because of the study.
- ❖ **Transit-Related:** Added requirement that any adjustment be proportional to any reduction facilitated by TDM, bicycle parking or quality of adjacent pedestrian facilities.

6101 Off-Street Loading

- ❖ **Calculation:** A new subsection is added to clarify how to calculate the loading space requirement. When the gross floor area of the use of the building is below 10,000 square feet only an adequate receiving facility is required. When the use or building is greater than 10,000 square feet the entire area of the use or building is used to determine the loading requirement and normal rounding is used.
- ❖ **Adjustments:** Revised the subsection to separate the criteria for when the Board and Director may modify the loading space requirement. The Board retains the ability to modify the spaces as part of a rezoning or special exception when fewer spaces are needed and will not adversely affect the adjacent properties. The Director may only approve a modification when the loading is being shared between users or an adequate receiving facility could be used instead of a loading space.

6102 Bicycle Parking Requirements

- ❖ **Adjustments:** Revised to remove the ability of the Director to lower the requirements for bicycle spaces. The Director, in consultation with the Fairfax County Department of Transportation, may permit the spaces to be relocated but not reduced.
- ❖ **Residential and Commercial Requirements:** Increased the required bicycle parking percentage.
- ❖ **Quasi-Public Park, Playground, or Athletic Field:** Revised to base bicycle parking on provided, instead of required, vehicle spaces since staff is not proposing a minimum vehicle parking requirement for this use.

Parking Requirement Comparison

Below is a comparison of the current requirement and the proposed revisions along with updated notes for the reason of the change. The proposed rates and notes were made available to the public in July 2022, and these are updated based on most recent version. Options are presented in **bold** and *italics*.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces			
Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
AGRICULTURAL AND RELATED USES			
Agricultural and Related Uses			
Agricultural Operation	No minimum requirement	No minimum requirement	No Change
Agritourism	When by right: No minimum requirement When by administrative permit: Subject to the Zoning Administrator's determination that a parking plan demonstrates adequate parking is provided on-site When by SE: Based on a review of each proposal to include such factors as the number of spaces required to accommodate employees and visitor parking.	When by right: No minimum requirement When by administrative permit: Subject to the Zoning Administrator's determination that a parking plan demonstrates adequate parking is provided on-site. When by SE: Based on a review of each proposal to include such factors as the number of spaces required to accommodate employees and visitor parking.	No Change
Farm Winery, Limited Brewery, or Limited Distillery	When by right: No minimum requirement When by SE: Based on a review of each proposal to include such factors as the number of spaces required to accommodate employees and visitor parking.	When by right: No minimum requirement When by SE: Based on a review of each proposal to include such factors as the number of spaces required to accommodate employees and visitor parking.	No Change
Stable, Riding or Boarding	As determined by the Director, based on a review of each proposal to include such factors as the number of spaces to accommodate employees, horse trailers, students, customers, and guests anticipated to be on-site at any one time, and the availability of areas on-site that can be used for auxiliary parking in times of peak demand.	Based on a review by the Board or BZA of each proposal to include such factors as the number of spaces to accommodate employees and visitor parking and the availability of areas on-site that can be used for auxiliary parking in times of peak demand.	This use requires the approval of an SE/SP. The number of spaces would be determined on a case-by-case basis by the Board of Supervisors or the Board of Zoning Appeals, as applicable, eliminating a determination by the Director of Land Development Services.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
RESIDENTIAL USES			
Household Living			
Dwelling, Multifamily	1.6 spaces per unit	1.3 spaces per unit <i>(1.3 up to 1.6 spaces per unit)</i>	The Institute of Transportation Engineers (ITE) Parking Generation national average parking demand for suburban, non-transit-served multifamily dwellings is 1.3 spaces per unit.
Dwelling, Single-Family Attached	2.7 spaces per unit where only 1 such space is required to have convenient access to the street	2.7 spaces per unit of which 0.2 spaces per unit is located on common property and available for visitor or shared use <i>(Options for Board's consideration: 2.7 spaces per unit or 2.7 spaces per unit of which up to 0.7 spaces per unit is located on common property and available for visitor or shared use)</i>	No change to the total requirement. The proposal does require a portion of the spaces to be available for visitor or shared uses and they would not be permitted to be located on an individual lot. One space with convenient access to the street relocated to subsection 6100.1.
Dwelling, Single-Family Detached and Accessory Living Unit	2 spaces per unit for lots with frontage on a public street and 3 spaces per unit for lots with frontage on a private street, where only 1 such space is required to have convenient access to a street Accessory living unit (administrative permit): 1 additional space	2 spaces per unit for lots with frontage on a public street and 3 spaces per unit for lots with frontage on a private street Accessory living unit (administrative permit): 1 additional space	No Change One space with convenient access to the street relocated to subsection 6100.1.
Dwelling, Stacked Townhouse	2.3 spaces per unit where only 1 such space is required to have convenient access to the street	2.3 spaces of which 0.3 spaces per unit is located on common property and available for visitor or shared use <i>(Options for Board's consideration: 2 spaces per unit or up to 2.7 spaces per unit of which up to 0.7 spaces per unit is located on common property available for visitor or shared use)</i>	No change to the total requirement. This proposal does require a portion of the spaces to be available for visitor or shared uses and they would not be permitted to be located on an individual lot. One space with convenient access to the street relocated to subsection 6100.1.
Group Residential Facility	Applicable rate for the dwelling unit type	Applicable rate for the dwelling unit type	No Change

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Live-Work Development	Applicable office rate or as reduced by the Board	Applicable residential rate	Revised to base the rate on the residential rate versus the office rate. This use is intended to be a residential dwelling unit with flexible workspace and parking is more consistent with a residential use than an office use.
Manufactured Home	1.5 spaces per unit	1.5 spaces (2 spaces) per unit	No Change
Group Living			
Congregate Living Facility	1 space per 3 residents, plus 1 additional space for each employee on major shift	1 space (No minimum up to 3 spaces) per 3 residents	Revised to remove additional parking for employees. Many facilities do not permit residents to have vehicles and number of employees is based on a ratio to the number of residents. This use requires a special exception in conventional districts or is shown on a development plan in planned districts thereby permitting individual review of the use.
Group Household	See subsection 4102.3.F	See subsection 4102.3.F	No Change
Religious Group Living	1 space per 2 sleeping accommodations based on the occupancy load of the building, plus 1 additional space for each manager or employee on major shift	1 space (No minimum up to 3 spaces) per 3 residents	Revised to be consistent with other group living facilities. Revision will result in a reduced parking requirement. This use requires a special permit in conventional districts or is shown on a development plan in planned districts thereby permitting individual review of the use.
Residence Hall	1 space per guest accommodation	1 space (No minimum up to 3 spaces) per 3 residents	Revised to be consistent with other group living facilities. Revision will result in a reduced parking requirement. This use requires a special exception in conventional districts or is shown on a development plan in planned districts thereby permitting individual review of the use.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
PUBLIC, INSTITUTIONAL, AND COMMUNITY USES			
Community, Cultural, and Educational Facilities			
Adult Day Support Center	1 space per 4 adults, based on the maximum number of adults licensed to attend the center, or other amount as the Board may require as part of an approved rezoning or special exception	2 spaces (No minimum up to 3 spaces) per 1,000 square feet of gross floor area	Proposed conversion from number of adults to a square footage of the building to simplify the application of the rate. The proposed rate is consistent with child care centers.
Alternate Use of Public Facility	See most similar use	See most similar use	No Change
Child Care Center	Maximum daily enrollment of 99 children or less: 0.19 spaces per child Maximum daily enrollment of 100 or more children: 0.16 spaces per child	2 spaces (No minimum up to 3 spaces) per 1,000 square feet of gross floor area	Proposed conversion from number of children to a square footage of the building to simplify the application of the rate. The proposed rate is generally consistent with the 'per child' rate. The ITE Parking Generation rate is also generally consistent.
Club, Service Organization, or Community Center	1 space per 3 persons based on the occupancy load, plus 1 space per employee on major shift	6 spaces (No minimum up to 8 spaces) per 1,000 square feet of gross floor area	Proposed conversion from occupancy load and employees to a square footage of the building.
College or University	Determined by the Director based on 1 space per faculty and staff member and other full-time employee on major shift, plus a sufficient number of spaces to accommodate the anticipated number of students and visitors who will drive to the institution at any one time, including consideration of the occupancy load of all classroom facilities, auditoriums and stadiums, the availability of mass transportation, and the availability of areas on-site that can be used for auxiliary parking in times of peak demand.	Applicable office rate for classroom and office facilities; all other facilities associated with the use are subject to the requirements for the most similar use	This use is often located in leased office space, having similar parking demand as office. If the use includes other facilities typically found on a campus, such as residence halls or stadiums they will be parked at the applicable rate. Furthermore, State colleges and universities are not subject to the Zoning Ordinance.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Community Swim, Tennis, and Recreation Club	<p>Community Pool: 1 space for every 7 persons lawfully permitted in the pool at one time, plus 1 space per employee on major shift. The Director may reduce this standard based on the number of members who are within a reasonable walking distance of the pool.</p> <p>Tennis Club: 4 spaces per court, plus required spaces for affiliated uses, such as restaurants.</p> <p>Recreation Club without swimming or tennis: determined by the Director</p>	<p>Community Pool: 1 space for every 7 persons lawfully permitted in the pool at one time. The Director may proportionally reduce the number of spaces based on the number of members who live within one half mile (1,000 feet up to one half mile) walking distance of the pool. (Option: No minimum requirement)</p> <p>Tennis Club: 2 spaces per court</p> <p>Recreation Club without swimming or tennis: 6 spaces (No minimum up to 8 spaces) per 1,000 square feet of gross floor area</p>	<p>Community Pool: Retained the same rate with the removal of additional parking for employees.</p> <p>Tennis Club: Lowered the rate based on assumption that not every court will be used for doubles play with everyone driving separately.</p> <p>Recreation Club without swimming or tennis: Revised to provide a specific rate that is consistent with a community center.</p>
Convention or Conference Center	1 space per 3 persons based on the occupancy load, plus 1 space per employee on major shift	5 spaces (No minimum up to 5 spaces) per 1,000 square feet of gross floor area	Proposed conversion from occupancy load and employees to a simplified rate based on the square footage of the building. The proposed rate is based on input from the project consultant.
Cultural Facility or Museum	1 space per 300 square feet of gross floor area	3 spaces per 1,000 square feet of gross floor area	Current requirement requires 3 spaces per 900 square feet and proposed is 3 spaces per 1,000 square feet. This is a standardization to 1,000 square feet base when parking is based on the size of the building.
Public Use	<p>Determined by the Director based on the number of spaces required to accommodate employees, public use vehicles anticipated to be on-site at any one time, visitor parking, and the availability of areas on-site that can be used for auxiliary parking in times of peak demand. The number of spaces required for government office use may not be less than that required for office.</p> <p>Library: 7 spaces per 1,000 square feet of gross floor area</p> <p>Park: See Quasi-Public Park, Playground, or Athletic Field</p> <p>School: See School, Private</p>	<p>Library: 4 spaces (No minimum up to 7 spaces) per 1,000 square feet of gross floor area</p> <p>Park: See Quasi-Public Park, Playground, or Athletic Field</p> <p>School: See School, Private</p> <p>All Other Public Uses: Determined by the Director based on the number of spaces required to accommodate employees, public use vehicles anticipated to be on-site at any one time, visitor parking, and the availability of areas on-site that can be used for auxiliary parking in times of peak demand. The number of spaces required for government office use may not be less than that required for office.</p>	<p>Library: Proposed lower rate based on ITE Parking Generation indicates average parking demand for libraries is at 3.5 spaces per 1,000 square feet of gross floor area.</p> <p>Park: See Quasi-Public Park for rate</p> <p>School: See School, Private for rate</p> <p>All Other Public Uses: No Change</p>

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Religious Assembly	1 space per 4 seats in the principal place of worship	1 space per 3 seats (1 space per 4 seats) in the principal place of worship when located in R district or 1 space per 4 seats in the principal place of worship when located in a P, C or I district	The residential district rate is proposed to be increased based on a review of previous approvals where the rate was established on average at 1 space per 2.6 seats. No change to the rate in P, C and I districts.
Religious Assembly with Private School, Specialized Instruction Center, or Child Care Center	The sum of the parking requirements for each use	1 space per 3 seats (1 space per 4 seats) in the principal place of worship when located in R district or 1 space per 4 seats in the principal place of worship when located in a P, C or I district	The rate no longer requires separate parking requirement for school, child care or specialized instruction center as these uses traditionally operate during non-peak worship services creating an inherent shared parking relationship.
School, Private	Determined by the Director based on the occupancy load of all classroom facilities, auditoriums and stadiums, proposed special education programs, and student-teacher ratios, and the availability of areas on-site that can be used for auxiliary parking in times of peak demand; but in no instance less than: Elementary or Intermediate: 1 space per faculty and staff member and other full-time employee on major shift, plus 4 spaces for visitors; or High School: 0.3 space per student, based on the maximum number of students attending classes at any one time	Elementary and Intermediate School: 1 space per faculty member and other full-time employee plus 4 spaces for visitors High School: 1 space per employee, plus 5 spaces per 100 students based on total maximum enrollment (Option: 1 space per faculty member and other full-time employee and 0.3 spaces per student)	Elementary and Intermediate School: No Change High School: Minimum rates are primarily based on staff and visitor parking analysis using information from Fairfax County Public Schools (FCPS). FCPS manages student parking at high schools with parking permits and can restrict the number of students permitted to park onsite. It is expected that private schools manage their parking similarly.
Specialized Instruction Center	2 spaces per each 3 employees on major shift, plus a sufficient number of spaces to accommodate all persons anticipated to be on-site at any one time under normal operating conditions.	2 spaces per each 3 employees	The proposed change is a simplification of the current rate. These uses are frequently established in shopping centers and industrial flex sites where parking can be shared.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Funeral and Mortuary Services			
Cemetery	As determined by the Director, based on a review of each proposal to include such factors as the number of spaces required to accommodate employees and visitor parking.	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less, except funeral homes located on the site are parked at the funeral home requirement.	There is typically not separate parking for visitors to the cemetery unless associated with a funeral home, office or maintenance facility.
Crematory	1 space per employee on major shift, plus 1 space per company vehicle and piece of mobile equipment	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	This is a simplification of the rate.
Funeral Home	1 space per 4 seats in the main chapel or parlor, plus 1 space per 2 employees on major shift, plus 1 space for each vehicle used in connection with the business	1 space per 4 seats in the main chapel or parlor	This is a simplification of the rate.
Health Care			
Adult Day Care Center	1 space per 4 adults, based on the maximum number of adults licensed to attend the center, or other amount as the Board may require as part of an approved rezoning or special exception	2 spaces (No minimum up to 3 spaces) per 1,000 square feet of gross floor area	The proposed rate is consistent with child care center due to similar operational characteristics.
Continuing Care Facility	0.75 spaces per separate unit or bed approved on the development plan	0.75 spaces per separate unit or bed approved on the development plan	No Change
Independent Living Facility	1 space per 4 dwelling units, plus 1 space per 1 employee or staff member on major shift, or such greater number as the Board may require	0.75 spaces (No minimum up to 1.3 spaces) per unit	Independent living facilities were previously limited to residents 62 years and older. This was reduced to residents 55 and older therefore more residents are likely to own cars. The proposed rate is consistent with the rate for a continuing care facility.
Medical Care Facility	Hospital: 2.9 spaces per bed licensed by the State, plus additional or fewer spaces as deemed necessary based on specific analysis for each site.	Hospital: 2.9 spaces per bed licensed by the State	Hospital: Simplified requirement to not require a special analysis for each proposal. Also, this use requires Board of Supervisors review.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Medical Care Facility	<p>Institution providing intensive special medical or mental care: 1 space per 2 patients, based on the occupancy load, plus 1 space per employee or staff member on major shift</p> <p>Assisted Living or Nursing Facility: 1 space per 3 residents, plus 1 additional space for each employee</p>	<p>Institution providing intensive special medical or mental care: 1 space per 2 patients</p> <p>Assisted Living or Nursing Facility: 1 space per 3 residents</p>	<p>Institution providing intensive special medical or mental care: Many facilities do not permit residents to have vehicles and number of employees is based on a ratio to the number of residents.</p> <p>Assisted Living or Nursing Facility: Many facilities do not permit residents to have vehicles and number of employees is based on a ratio to the number of residents.</p>
Transportation			
Airport	1 space per employee on major shift, plus 1 space for each vehicle used in connection with the facility, plus sufficient space to accommodate the largest number of vehicles anticipated to be on-site at any one time	Determined by the Board based on an analysis of expected parking demand	This use is not expected to occur frequently and deserves a site-by-site review of parking demands.
Helipad	A minimum of 5 spaces for commercial helistops and a minimum of 2 spaces for non-commercial helistops	No minimum requirement	No minimum parking required due to limited or no full-time staff. The operator can determine the parking need for the facility.
Transit Facility	No minimum requirement, or as determined by the Board or Director	No minimum requirement	No minimum parking is permitted now and proposed to remain due to limited or no full-time staff. The operator can determine the parking need for the facility.
Utilities			
Solar Power Facility	1 space per 1.5 employees on major shift, plus 1 space per company vehicle	No minimum requirement	No minimum parking requirement due to limited or no full-time staff. The operator can determine the parking need for the facility.
Utility Facility, Heavy	1 space per 1.5 employees on major shift, plus 1 space per company vehicle	No minimum requirement	No minimum parking requirement due to limited or no full-time staff. The operator can determine the parking need for the facility.
Utility Facility, Light	1 space per 1.5 employees on major shift, plus 1 space per company vehicle	No minimum requirement	No minimum parking requirement due to limited or no full-time staff. The operator can determine the parking need for the facility.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Wireless Facility	No minimum requirement	No minimum requirement	No Change
COMMERCIAL USES			
Animal-Related Services			
Animal Shelter	5,000 square feet of gross floor area or less: 10 spaces Greater than 5,000 square feet of gross floor area: 10 spaces; plus additional spaces as determined by the Director, based on the number of spaces required to accommodate employees and visitors anticipated to be on-site at any one time. Gross floor area does not include any outdoor exercise or dog run area that is enclosed by a roof or fencing material.	2 spaces per 1,000 square feet of gross floor area Gross floor area does not include any outdoor exercise or dog run area that is enclosed by a roof or fencing material.	The current rate equates to 2 spaces per 1,000 square feet and this is a standardization of using 1,000 square feet when parking is based on the size of the building.
Kennel	5,000 square feet of gross floor area or less: 10 spaces	2 spaces per 1,000 square feet of gross floor area. Gross floor area does not include any outdoor exercise or dog run area that is enclosed by a roof or fencing material.	The current rate equates to 2 spaces per 1,000 square feet and this is a standardization of using 1,000 square feet when parking is based on the size of the building.
Kennel	Greater than 5,000 square feet of gross floor area: 10 spaces; plus additional spaces as determined by the Director, based on the number of spaces required to accommodate employees and visitors anticipated to be on-site at any one time. Gross floor area does not include any outdoor exercise or dog run area that is enclosed by a roof or fencing material.	2 spaces per 1,000 square feet of gross floor area. Gross floor area does not include any outdoor exercise or dog run area that is enclosed by a roof or fencing material.	The current rate equates to 2 spaces per 1,000 square feet and this is a standardization of using 1,000 square feet when parking is based on the size of the building.
Pet Grooming Establishment	1 space per 200 square feet of gross floor area	4 spaces (No minimum up to 5 spaces) per 1,000 square feet of gross floor area	The current rate equates to 5 spaces per 1,000 square feet. The proposed rate is consistent with the retail sales rate.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Veterinary Hospital	<p>5,000 square feet of gross floor area or less: 10 spaces</p> <p>Greater than 5,000 square feet of gross floor area: 10 spaces; plus additional spaces as determined by the Director, based on the number of spaces required to accommodate employees and visitors anticipated to be on-site at any one time. Gross floor area does not include any outdoor exercise or dog run area that is enclosed by a roof or fencing material.</p>	2 spaces per 1,000 square feet of gross floor area	The current rate equates to 2 spaces per 1,000 square feet and this is a standardization of using 1,000 square feet when parking is based on the size of the building.
Food and Lodging			
Bed and Breakfast	2 spaces per single-family dwelling, where only 1 such space is required to have convenient access to a street; plus 1 space per guest room	Applicable single family dwelling rate plus 1 space per guest room	No Change One space with convenient access to the street relocated to subsection 6100.1.
Catering	1 space per employee on major shift, plus 1 space per company vehicle and piece of mobile equipment	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	Rate is aligned with production facility parking requirements.
Hotel or Motel	1 space per rental unit, plus 4 spaces per 50 rental units, plus required spaces for restaurants, assembly rooms, and affiliated facilities as determined by the Director.	1 space (No minimum up to 1.5 spaces) per rental unit or guest room	Proposed rate is a simplification of the current rate and would require slightly less parking.
Restaurant	<p>Unless otherwise provided in subsection 6100.4.D:</p> <p>Gross floor area of less than 5,000 square feet: 10 spaces per 1,000 square feet and 10 spaces per 1,000 square feet of outside seating area in excess of 20 outdoor seats.</p>	8 spaces (No minimum up to 10 spaces) per 1,000 square feet of gross floor area	Proposed rate combines indoor and outdoor seating, which offsets total parking demand based on seasonal use. Rate is based on data sampling from ITE Parking Generation and local restaurant surveys. Many restaurants are located in shopping centers which provide shared parking opportunities.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Restaurant	<p>Gross floor area of more than 5,000 square feet: 11 spaces per 1,000 square feet and 11 spaces per 1,000 square feet of outside seating area in excess of 32 outdoor seats.</p> <p>Spaces designated for curb-side pickup cannot be counted toward the minimum required number of parking spaces.</p>	8 spaces <i>(No minimum up to 10 spaces)</i> per 1,000 square feet of gross floor area	Proposed rate combines indoor and outdoor seating, which offsets total parking demand based on seasonal use. Rate is based on data sampling from ITE Parking Generation and local restaurant surveys. Many restaurants are located in shopping centers which provide shared parking opportunities.
Restaurant, Carryout	<p>Unless otherwise provided in subsection 6100.4.D: 6.5 spaces per 1,000 square feet of gross floor area</p>	4 spaces <i>(No minimum up to 5 spaces)</i> per 1,000 square feet of gross floor area	Proposed rate is consistent with retail sales use.
Restaurant with Drive-Through	<p>Unless otherwise provided in subsection 6100.4.D: Gross floor area of less than 5,000 square feet: 12 spaces per 1,000 square feet, plus 12 spaces per 1,000 square feet of outside seating area in excess of 20 outdoor seats. Gross floor area of more than 5,000 square feet: 12 spaces per 1,000 square feet, plus 12 spaces per 1,000 square feet of outside seating area in excess of 32 outdoor seats. Stacking spaces: 11 for the drive-through window, with a minimum of 5 spaces designated for the ordering station. Such spaces must be designed to not impede pedestrian or vehicular circulation on the site or on any abutting street. Spaces designated for curb-side pickup cannot be counted toward the minimum required number of parking spaces.</p>	6 spaces <i>(No minimum up to 12 spaces)</i> per 1,000 square feet of gross floor area	General local survey data shows an average peak period demand of 6 spaces per 1,000 SF for this use. Average daily demand is less than 6 spaces per 1,000 square feet. The minimum requirements for stacking spaces are relocated to Table 6100.4.
Retreat Center	1 space per rental unit, plus 4 spaces per 50 rental units, plus required spaces for restaurants, assembly rooms, and affiliated facilities as determined by the Director.	1 space <i>(0.75 up to 1.5 spaces)</i> per rental unit or guest room	Proposed rate is consistent with the proposed Hotel rate.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Office and Financial Institutions			
Alternative Lending Institution	4 spaces per 1,000 square feet of gross floor area	4 spaces per 1,000 square feet of gross floor area	No Change
Drive-Through Financial Institution	4 spaces per 1,000 square feet of gross floor area for customer service, lobby, and teller area, plus additional space as required for any associated offices. Stacking spaces: 8 in front of the first window and 2 in front of each additional window; except that 5 may be permitted in front of each of the first 2 windows, provided that both windows remain open when the drive-through facility is operational.	4 spaces per 1,000 square feet of gross floor area	Simplification of the rate with no change in expected parking. The minimum requirements for stacking spaces are relocated to Table 6100.4.
Financial Institution	4 spaces per 1,000 square feet of gross floor area for customer service, lobby, and teller area, plus required spaces for any associated offices	4 spaces per 1,000 square feet of gross floor area	Simplification of the rate with no change in expected parking.
Office	50,000 square feet of gross floor area or less: 3.6 spaces per 1,000 square feet Greater than 50,000 but less than 125,000 square feet of gross floor area: 3 spaces per 1,000 square feet 125,000 square feet of gross floor area or more: 2.6 spaces per 1,000 square feet The size of the office building is based on the definition of gross floor area as set forth in Article 9. Where more than one office building is located on a lot, gross floor area is based on each individual building and not on the total gross floor area of all buildings on the lot. Gross floor area as qualified in Subsection 6100.3 is used to determine the required number of parking spaces. Buildings connected by structures such as atriums, awnings, breezeways, carports, garages, party walls, or plazas are not considered one building.	50,000 square feet of gross floor area or less: 3 spaces (No minimum up to 3.6 spaces) per 1,000 square feet Greater than 50,000 square feet of gross floor area: 2 spaces (No minimum up to 3 spaces) per 1,000 square feet	The proposed requirement is consistent with the pre-Covid regional and national trends for office parking as included in ITE Parking Generation with an average rate of 2.4 spaces per 1,000 square feet.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Office in a Residential District	3.6 spaces per 1,000 square feet	3 spaces <i>(No minimum up to 3.6 spaces)</i> per 1,000 square feet	Proposed rate to be consistent with a smaller office building
Personal and Business Services			
Business Service	1 space per 300 square feet of gross floor area	4 spaces per 1,000 square feet of gross floor area	Current requirement is 3.3 spaces per 1,000 square feet. Rate is proposed to slightly increase to be consistent with other personal and business services.
Household Repair and Rental Service	1 space per 200 square feet of gross floor area	4 spaces per 1,000 square feet of gross floor area	Current requirement is 5 spaces per 1,000 square feet. The proposed rate is slightly lower and consistent with the retail sales use.
Massage Therapy Establishment	1 space per 200 square feet of gross floor area	4 spaces per 1,000 square feet of gross floor area	Current requirement is 5 spaces per 1,000 square feet. The proposed rate is slightly lower and consistent with retail sales.
Personal Service	1 space per 200 square feet of gross floor area	4 spaces per 1,000 square feet of gross floor area	Current requirement is 5 spaces per 1,000 square feet. The proposed rate is slightly lower and consistent with the retail sales use.
Recreation and Entertainment			
Banquet or Reception Hall	1 space per 3 persons based on the occupancy load; plus 1 space per employee on major shift	8 spaces <i>(No minimum up to 10 spaces)</i> per 1,000 square feet of gross floor area	Proposed rate is consistent with the proposed restaurant rate.
Campground	As determined by the Board or BZA	No minimum requirement	Parking would typically be provided at the individual campsites. This use is subject to approval by the Board of Zoning Appeals and additional parking could be required if determined necessary.
Commercial Recreation, Indoor	Generally: 1 space per 3 persons based on the occupancy load; plus 1 space per employee on major shift Bowling Alley: 4 spaces per alley, plus 1 space per employee on major shift, plus such additional spaces as may be required herein for affiliated uses such as restaurants	Generally: 1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less Bowling Alley: 2 spaces per alley <i>(Option: No minimum up to 4 spaces per 1,000 square feet of gross floor area)</i>	Generally: Simplification of the rate to recognize these uses may have large space requirements Bowling Alley: Simplification and lowering the rate based on assumption that not every alley will be used by four bowlers with everyone driving separately.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Commercial Recreation, Indoor	Commercial Swimming Pool: 1 space per 4 persons lawfully permitted in the pool at one time, plus 1 space per employee on major shift Theater: 0.3 space per seat or similar vantage accommodation	Commercial Swimming Pool: 1 space per 4 persons lawfully permitted in the pool at one time Theater: 1 space per 3 seats (<i>No minimum up to 1 space per 5 seats</i>)	Commercial Swimming Pool: Simplification of rate by removing additional parking for employees. Theater: Simplification of rate
Commercial Recreation, Outdoor	Generally: 1 space per 3 persons based on the occupancy load plus 1 space per employee on major shift Swimming Pool, Commercial: 1 space per 4 persons lawfully permitted in the pool at one time, plus 1 space per employee on major shift	Generally: 1 space per or 1 space per 1,000 square feet of gross floor area, whichever is less Commercial Swimming Pool: 1 space per 4 persons lawfully permitted in the pool at one time	Generally: Simplification of the rate to base it on 1,000 square feet of gross floor area and to be consistent with retail uses. Commercial Swimming Pool: Simplification of rate by removing additional parking for employees.
Entertainment, Adult	0.3 space per seat	1 space per 3 seats (<i>No minimum up to 5 seats</i>)	This is a simplification of the rate.
Entertainment, Public	1 space per 3 persons based on the occupancy load, plus one space per employee on major shift	8 spaces (<i>No minimum up to 10 spaces</i>) per 1,000 square feet of gross floor area	Proposed rate is consistent with the proposed restaurant rate.
Golf Course or Country Club	1 space per 4 members based on maximum anticipated membership	As determined by Board based on anticipated membership and employees on major shift	These uses require special exception approval by the Board. Therefore, the parking requirement should be based on an evaluation of the anticipated membership and amenities to be provided.
Health and Exercise Facility, Large	1 space per 3 persons based on the occupancy load, plus 1 space per employee on major shift	4 spaces (<i>No minimum up to 5 spaces</i>) per 1,000 square feet of gross floor area	Proposed rate is consistent with the retail use rate.
Health and Exercise Facility, Small	1 space per 3 persons based on the occupancy load, plus 1 space per employee on major shift	4 spaces (<i>No minimum up to 5 spaces</i>) per 1,000 square feet of gross floor area	Proposed rate is consistent with the retail use rate.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Marina, Commercial	As determined by the Director, based on a review of each proposal to include such factors as the number of spaces required to accommodate employees of the greatest shift, visitor parking, maximum number of members and the number of boat slip	No minimum requirement	In conventional zoning districts commercial marinas may only be established through approval of a special permit or special exception. When located in a planned district, the use is only permitted when shown on a development plan, PRC plan, or through Board approval of a special exception. Therefore, the parking proposed can be evaluated during the review of the application.
Marina, Private Noncommercial	As determined by the Director, based on a review of each proposal to include such factors as the number of spaces required to accommodate employees of the greatest shift, visitor parking, maximum number of members and the number of boat slips.	No minimum requirement	In conventional zoning districts commercial marinas may only be established through approval of a special permit or special exception. When located in a planned district, the use is only permitted when shown on a development plan, PRC plan, or through Board approval of a special exception. Therefore, the parking proposed can be evaluated during the review of the application.
Quasi-Public Park, Playground, or Athletic Field	<p>Neighborhood Parks: Determined by the Director based on access to the park and the walking distance to the park from the surrounding development; the location of the park and the density of the surrounding development served; and the type and size of the proposed recreation uses or facilities.</p> <p>Urban Parks: No parking is required, provided such parks consist of urban style plazas, miniparks, and greenways, including trails, located within, contiguous to, or immediately across the street from urban, suburban and community business centers as defined in the plan, are oriented to pedestrian or bicycle use by the resident work force and adjacent residents, and provide open space and pedestrian oriented amenities.</p>	<p>No minimum requirement.</p> <p><i>(Option: No minimum requirement for Neighborhood Parks and Urban Parks. Remainder of parks, Determined by the Director)</i></p>	Neighborhood and urban parks would typically be located within walking distances of most users and parking could be provided on a case-by-case review of the need by the park operator or manager. For larger parks, the operating agency has criteria that are used to determine parking needs, therefore no minimum requirement is recommended.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Quasi-Public Park, Playground, or Athletic Field	Community, District, Countywide and Regional Parks: As determined by the Director, based on the parking requirements for the most similar type of use or facility set forth herein.	No minimum requirement. <i>(Option: No minimum requirement for Neighborhood Parks and Urban Parks. Remainder of parks, Determined by the Director)</i>	Neighborhood and urban parks would typically be located within walking distances of most users and parking could be provided on a case-by-case review of the need by the park operator or manager. For larger parks, the operating agency has criteria that are used to determine parking needs, therefore no minimum requirement is recommended.
Smoking Lounge	1 space per 3 persons based on the occupancy load; plus 1 space per employee on major shift	4 spaces <i>(No minimum up to 6 spaces)</i> per 1,000 square feet of gross floor area	Proposed rate is consistent with the retail use rate.
Stadium or Arena	0.3 space per seat or similar vantage accommodation	1 space per 3 seats <i>(No minimum up to 5 seats)</i>	Simplification of the rate
Zoo or Aquarium	As determined by the Board or BZA	As determined by the Board or BZA	No Change
Retail Sales			
Convenience Store	6.5 spaces per 1,000 square feet of gross floor area Spaces designated for curb-side pickup cannot be counted toward the minimum required number of parking spaces	4 spaces <i>(No minimum up to 5 spaces)</i> per 1,000 square feet of gross floor area	Proposed rate is consistent with the proposed retail use rate.
Drive-Through, Other	As required for the most similar use, plus 5 stacking spaces in front of each drive-through window	4 spaces <i>(No minimum up to 5 spaces)</i> per 1,000 square feet of gross floor area	Proposed rate is consistent with the proposed retail use rate. The minimum requirements for stacking spaces are relocated to Table 6100.4.
Drive-Through Pharmacy	1 space per 200 square feet of net floor area for the first 1,000 square feet, plus 6 spaces per each additional 1,000 square feet, plus 5 stacking spaces in front of each drive-through window	4 spaces <i>(No minimum up to 5 spaces)</i> per 1,000 square feet of gross floor area	Proposed rate is consistent with the proposed retail use rate. The minimum requirements for stacking spaces are relocated to Table 6100.4.
Drug Paraphernalia Establishment	1 space per 200 square feet of net floor area for the first 1,000 square feet, plus 6 spaces per each additional 1,000 square feet	4 spaces <i>(No minimum up to 5 spaces)</i> per 1,000 square feet of gross floor area	Proposed rate is consistent with the proposed retail use rate.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Garden Center	<p>Commercial Districts: 1 space per 200 square feet of net floor area for the first 1,000 square feet, plus 6 spaces per each additional 1,000 square feet</p> <p>Residential Districts: 1 space per 200 square feet of net floor area for the first 1,000 square feet, plus 6 spaces per each additional 1,000 square feet, plus 1 space per 500 square feet of outdoor sales/display area to include greenhouses used for the sales/display of plant materials, plus 1 space per employee on major shift and company/commercial vehicle and sufficient space for the parking of any related equipment for landscape contracting services as an accessory component; or as modified by the Board based on the specific characteristics of the garden center use such as the size, scale, or type of accessory uses, when it is demonstrated that fewer parking spaces would adequately serve the site.</p>	4 spaces (No minimum up to 5 spaces) per 1,000 square feet of gross floor area plus 2 spaces per 1,000 square feet of greenhouse sales area and outdoor sales/display area	Proposed rate is consistent with the proposed retail use rate.
Pawnshop	1 space per 200 square feet of net floor area for the first 1,000 square feet, plus 6 spaces per each additional 1,000 square feet	4 spaces (No minimum up to 5 spaces) per 1,000 square feet of gross floor area	Proposed rate is consistent with the proposed retail use rate.
Retail Sales, General	<p>Generally: 1 space per 200 square feet of net floor area for the first 1,000 square feet, plus 6 spaces per each additional 1,000 square feet</p> <p>Furniture or Carpet Store: 1 space per 500 square feet of net floor area, plus 1 space for each employee on major shift</p>	4 spaces (No minimum up to 5 spaces) per 1,000 square feet of gross floor area	County surveys of standalone retail sites indicate an average parking demand of 3 spaces per 1,000 gross square feet. The project seeks to treat a variety of retail-type uses similarly for parking requirements, therefore 4 spaces per 1,000 gross square feet is proposed for these broader retail categories.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Retail Sales, Large	Generally: 1 space per 200 square feet of net floor area for the first 1,000 square feet, plus 6 spaces per each additional 1,000 square feet Furniture or Carpet Store: 1 space per 500 square feet of net floor area, plus 1 space for each employee on major shift	4 spaces (No minimum up to 5 spaces) per 1,000 square feet of gross floor area	Proposed rate is consistent with the proposed retail use rate.
Vehicle-Related Uses			
Car Wash	4 spaces per bay or stall; plus 1 space per employee for a self-service establishment, or 1 space per employee on major shift, plus sufficient area for 10 stacking spaces per bay or stall for an automated establishment.	As determined by the Board	This is a special exception review and case by case review of parking needs can be done as part of the entitlement. The minimum requirements for stacking spaces are relocated to Table 6100.4.
Commercial Off-Street Parking	No minimum requirement	No minimum requirement	No Change
New Vehicle Storage	No minimum requirement	No minimum requirement	No Change
Truck Rental Establishment	1 space per 500 square feet of enclosed sales and rental floor area, plus 1 space per 2,500 square feet of open sales and rental display lot area, plus 1 space per employee on major shift, but never less than 5 spaces. When the enclosed office, sales, and rental area or employees are shared with another use for which parking has been provided, only the open sales and rental display area is required to be separately parked.	2 spaces per 1,000 square feet of enclosed sales and rental floor area	This is a simplification of the current rate using the standard required spaces based on 1,000 square feet of the use and elimination of the separate parking for employees since this is not a consistent number.
Vehicle Fueling Station	2 spaces per service bay, plus 6.5 spaces per 1,000 square feet of gross floor area devoted to the retail use, but never less than 5 spaces	2 spaces (No minimum up to 5 spaces) per service bay, plus 4 spaces per 1,000 square feet of gross floor area devoted to retail sales	Proposed rate retains the service bay requirement and aligns the retail use to the retail rate.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Vehicle Repair and Maintenance, Heavy	2 spaces per service bay, plus 1 space per employee on major shift	2 spaces per service bay	Retains the service bay rate and eliminates the additional requirement for employees consistent with the approach to base parking on a standard that does not frequently change.
Vehicle Repair and Maintenance, Light	1 space per 200 square feet of net floor area, plus 2 spaces per service bay, plus 1 space per employee on major shift	2 spaces per service bay	Retains the service bay rate and eliminates the additional requirement for employees consistent with the approach to base parking on a standard that does not frequently change.
Vehicle Sales, Rental, and Service	1 space per 500 square feet of enclosed sales and rental floor area, plus 1 space per 2,500 square feet of open sales and rental display lot area, plus 2 spaces per service bay, plus 1 space per employee on major shift, but never less than 5 spaces	2 spaces per 1,000 square feet of enclosed sales and rental floor area	Retains the square footage rate and eliminates the additional requirement for employees consistent with the approach to base parking on a standard that does not frequently change.
Vehicle Transportation Service	Based on the size and maximum number of company vehicles stored on-site with a minimum of 1 space per 1 employee on major shift, plus 1 space per company vehicle stored on-site.	1 space per 1 employee on major shift	Simplified rate to eliminate company vehicle requirements. Company vehicles will still be required to be parked onsite by another section of the ordinance.
INDUSTRIAL USES			
Freight Movement, Warehousing, and Wholesale Distribution			
Data Center	1 space per 1.5 employees on major shift, plus 1 space per company vehicle	2 spaces <i>(No minimum up to 3 spaces)</i> per 1,000 square feet of gross floor area of office space associated with the use	The proposed rate is consistent with the proposed office rate. In Data Centers the amount of building gross floor area devoted to servers and other equipment is much higher compared to the amount of gross floor area devoted to office use and employees which generates the need for parking, therefore the minimum parking requirement as proposed is based on the amount of office space in the building.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Freight Distribution Hub	1 space per 1.5 employees on major shift, plus 1 space per company vehicle but with a minimum of 1 space per 1,000 square feet of gross floor area	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.
Goods Distribution Hub	1 space per 1.5 employees on major shift, plus 1 space per company vehicle but with a minimum of 1 space per 1,000 square feet of gross floor area	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.
Self-Storage	3.2 spaces per 1,000 square feet of gross floor area of office space associated with the use plus 1 space per employee on major shift, and 2 spaces for a resident manager. The width of travel aisles for vehicular access and loading and unloading are subject to the approval of the Director	3 spaces (No minimum up to 3 spaces) per 1,000 square feet of gross floor area of office space associated with the use	The proposed rate is consistent with the proposed rate for a smaller office.
Warehouse	1 space per 1.5 employees on major shift, plus 1 space per company vehicle, plus sufficient space to accommodate the largest number of visitors anticipated to be on-site at any one time, but with a minimum of 1 space per 1,000 square feet of gross floor area	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.
Wholesale Facility	1 space per 1.5 employees on major shift, plus 1 space per company vehicle, but with a minimum of 1 space per 1,000 square feet of gross floor area	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Industrial Services and Extraction of Materials			
Building Materials Storage and Sales	1 space per 1.5 employees on major shift, plus 1 space per company vehicle, plus sufficient space to accommodate the largest number of visitors anticipated to be on-site at any one time, but with a minimum of 1 space per 1,000 square feet of gross floor area	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.
Contractor's Office and Shop	1 space per 1.5 employees on major shift, plus 1 space per company vehicle, plus sufficient space to accommodate the largest number of visitors anticipated to be on-site at any one time, but with a minimum of 1 space per 1,000 square feet of gross floor area	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.
Extraction Activity	As determined by the BZA	As determined by the BZA	No Change
Petroleum Products Storage Facility	1 space per 1.5 employees on major shift, plus 1 space per company vehicle	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.
Specialized Equipment and Heavy Vehicle Sale, Rental, or Service	1 space per 500 square feet of enclosed sales and rental floor area, plus 1 space per 2,500 square feet of open sales and rental display lot area, plus 2 spaces per service bay, plus 1 space per employee on major shift, but never less than 5 spaces	1 space per 1,000 square feet of enclosed sales and rental floor area	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.
Storage Yard	1 space per 1.5 employees on major shift, plus 1 space per company vehicle, plus sufficient space to accommodate the largest number of visitors anticipated to be on-site at any one time, but with a minimum of 1 space per 1,000 square feet of gross floor area	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Vehicle Storage or Impoundment Yard	1 space per 1.5 employees on major shift, plus 1 space per company vehicle, plus sufficient space to accommodate the largest number of visitors anticipated to be on-site at any one time, but with a minimum of 1 space per 1,000 square feet of gross floor area	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.
Production of Goods			
Craft Beverage Production Establishment	1 space per 4 seats where seating is at tables, plus 1 space per 2 seats where seating is at a counter, plus 1 space per 2 employees. This rate applies to outdoor seating in excess of 20 outdoor seats for an establishment with a gross floor area of less than 5,000 square feet, or to outdoor seating in excess of 32 outdoor seats for an establishment with a gross floor area of 5,000 square feet or more	8 spaces (No minimum up to 10 spaces) per 1,000 square feet of gross floor area, excluding area devoted to the production and processing of craft beverages	The minimum requirement is revised to park only the tasting area of these establishments, which generates the primary parking demand. The minimum requirement for the tasting area is based on the proposed revised restaurant rate.
Production or Processing	1 space per employee on major shift, plus 1 space per company vehicle and piece of mobile equipment	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.
Production or Processing, Heavy	1 space per employee on major shift, plus 1 space per company vehicle and piece of mobile equipment	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.
Small-Scale Production Establishment	C-3, C-4, C-5, C-6, C-7, C-8, PDH, PDC, PRM, and PRC Districts: 1 space per employee on major shift, plus 1 space per company vehicle and piece of mobile equipment, but with a minimum of 1 space per 1,000 square feet of gross floor area	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.

Table 6100.2: Minimum Required Off-Street Vehicle Parking Spaces

Use	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
Small-Scale Production Establishment	I-3 District: 1 space per employee on major shift, plus 1 space per company vehicle and piece of mobile equipment	1 space per employee or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.
Waste and Recycling Facilities			
Junkyard	1 space per 1.5 employees on major shift, plus 1 space per company vehicle, plus sufficient space to accommodate the largest number of visitors anticipated to be on-site at any one time, but with a minimum of 1 space per 1,000 square feet of gross floor area	1 space per employees or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.
Mixed Waste Reclamation Facility	1 space per 1 employee on major shift, plus 1 space per company vehicle	1 space per employees or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.
Recycling Center	1 space per 1 employee on major shift, plus 1 space per company vehicle	1 space per employees or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.
Solid Waste Disposal Facility	1 space per 1 employee on major shift, plus 1 space per company vehicle	1 space per employees or 1 space per 1,000 square feet of gross floor area, whichever is less	This is the proposed standard rate for industrial uses. It is proposed to determine parking by square footage of the facility or employees due to variations in the ratio of building size to employees. Company vehicles will still be required to be parked onsite by another section of the ordinance.

Table 6100.3: Shopping Center Minimum Required Off-Street Vehicle Parking Spaces

Shopping Centers	Current Minimum Parking Requirements	Proposed Minimum Parking Requirement	NOTES
≤100,000 square feet gross floor area	4.3 spaces per 1,000 square feet of gross floor area	4 spaces (No minimum up to 4 spaces) per 1,000 square feet of gross floor area	County surveys of standalone retail sites indicate an average parking demand of 3 spaces per 1,000 gross square feet. The project seeks to treat a variety of retail-type uses similarly for parking requirements, therefore 4 spaces per 1,000 gross square feet is proposed for these broader retail categories.
>100,000 but ≤400,000 square feet gross floor area	4 spaces per 1,000 square feet of gross floor area	3 spaces (No minimum up to 4 spaces) per 1,000 square feet of gross floor area	Based on analysis of retail parking activities and the size of retail centers, a minimum of 3 spaces per 1,000 gross square feet is proposed.
>400,000 but ≤800,000 square feet gross floor area	4.8 spaces per 1,000 square feet of gross floor area		
>800,000 square feet gross floor area	2.5 spaces per 1,000 square feet of gross floor area	2.5 spaces per 1,000 square feet of gross floor area	No change. The current rate was adopted by the Board in 2019.

Tiered Framework

Suburban Centers

This planning area designation currently does not have a separate parking requirement and all uses are parked per current Table 6100.1.

TABLE 6100.5: Suburban Center Parking Requirements			
Use	Current Minimum Parking Requirement	Proposed Minimum Parking Requirement	Notes
Dwelling, Multifamily	1.6 spaces per dwelling unit	90 percent (80 up to 100 percent) of the parking rate established in Table 6100.2 (1.3 up to 1.6 spaces per dwelling unit or up to 1 space per bedroom)	The Board has the option to reduce multifamily parking or keep the same base rate. As proposed, 90 percent of the proposed 1.3 base rate is 1.17 spaces per dwelling unit.
Dwelling, Multifamily – ADU Development			
All Other Residential Uses	In accordance with the Table 6100.1	In accordance with Table 6100.2	No change (The table reference number is different but is the same use-based table.)
All Other Nonresidential Uses	In accordance with the Table 6100.1	90 percent (80 up to 100 percent) of the parking rate established in Table 6100.2 and 6100.3.	The Board has the option to reduce non-residential use parking or keep the same base rate. As proposed, it would permit the use of 90 percent of base rate (10 percent less) for nonresidential uses in accordance with the use-based table or shopping center table.

Revitalization

The Zoning Ordinance permits a 20 percent reduction for nonresidential uses in the Commercial Revitalization Districts (CRD) and the Lake Anne Commercial Revitalization Area subject to Board of Supervisor approval (Richmond Highway CRD is by-right). The proposed amendment recommends a new rate of 80 percent (20 percent reduction) of the base rate by-right and expands to Merrifield Commercial Revitalization Area, Community Business Centers, Suburban Neighborhoods in the Richmond Highway Corridor and the Urban Center of Fairfax Center. New rates for residential uses are also proposed.

TABLE 6100.6: Revitalization Area Parking Requirements			
Use	Current Minimum Parking Requirement	Proposed Minimum Parking Requirement	Notes
Dwelling, Single Family Detached	2 spaces per unit for lots with frontage on a public street and 3 spaces per unit for lots with frontage on a private street, where only 1 such space is required to have convenient access to a street	2 spaces per unit <i>(2 spaces per unit for lots with frontage on a public street and 3 spaces per unit for lots with frontage on a private street)</i>	Retains two spaces per unit but does not require an additional space if located on a private street.
Dwelling, Single Family Attached	2.7 spaces per unit where only 1 such space is required to have convenient access to the street	1.8 spaces per unit of which 0.3 space per unit is located on common property and available for visitor or shared use. <i>(1 up to 2.7 spaces per dwelling unit of which up to 0.3 space per unit is located on common property and available for visitor or shared use)</i>	The Board has the option to reduce this parking or keep the same base rate. A 100-unit development would require 180 spaces of which 30 spaces would need to be on common property for shared or visitor use.
Dwelling, Single-Family Attached – ADU Development			
Dwelling, Stacked Townhouses	2.3 spaces per unit where only 1 such space is required to have convenient access to the street	1.8 spaces per unit of which 0.3 space per unit is located on common property and available for visitor or shared use. <i>(1 up to 2.3 spaces per dwelling unit of which up to 0.3 space per unit is located on common property and available for visitor or shared use)</i>	The Board has the option to reduce this parking or keep the same base rate. A 100-unit development would require 180 spaces of which 30 spaces would need to be on common property for shared or visitor use.
Dwelling, Stacked Townhouses – ADU Development			
Dwelling, Multifamily	1.6 spaces per unit	80 percent <i>(70 up to 90 percent)</i> of the per unit parking rate established in Table 6100.2 <i>(0.6 space (0.4 to 0.8 spaces) per bedroom)</i>	The Board has the option to reduce this parking or keep the same base rate. The total number of bedrooms in a multifamily building would determine the minimum number of parking spaces. Revised to recommends per unit rate instead of a bedroom rate. Based on 1.6 spaces per unit, 320 spaces are required for a 200-unit apartment building. As proposed at 80 percent of the proposed base rate of 1.3 spaces per unit is 1.04 spaces per unit and 208 spaces are required.
Dwelling, Multifamily – ADU Development			
All Other Residential Uses	In accordance with Table 6100.1	In accordance with Table 6100.2	No change

TABLE 6100.6: Revitalization Area Parking Requirements			
All Other Nonresidential Uses	The minimum off-street parking requirements for nonresidential uses may be reduced by up to 20 percent	80 percent (70 up to 80 percent) of the parking rate established in Table 6100.2 or 6100.3	The proposed rate of 80 percent of the base is consistent with the current 20 percent reduction for revitalization areas. The proposed change in the rate is by-right and will not require administrative action by the Board.

Transit Station Areas

TABLE 6100.7: Transit Station Area Parking Requirements			
Use	Current Minimum Parking Requirement	Proposed Minimum Parking Requirement	Notes
Dwelling, Single Family Detached	2 spaces per unit for lots with frontage on a public street and 3 spaces per unit for lots with frontage on a private street, where only 1 such space is required to have convenient access to a street	2 spaces per unit (2 spaces per unit for lots with frontage on a public street and 3 spaces per unit for lots with frontage on a private street)	Retains two spaces per unit but does not require an additional space if located on a private street.
Dwelling, Single Family Attached	2.7 spaces per unit where only 1 such space is required to have convenient access to the street	1.3 spaces per unit of which 0.3 space per unit is located on common property and available for visitor or shared use. (1 up to 2.7 spaces per dwelling unit of which up to 0.3 space per unit is located on common property and available for visitor or shared use)	The Board has the option to reduce this parking or keep the same base rate. A 100-unit development would require 130 spaces of which 30 spaces would need to be on common property for shared or visitor use.
Dwelling, Single-Family Attached – ADU Development			
Dwelling, Stacked Townhouses	0 or 1 bedroom: 1.3 spaces per unit 2 bedrooms: 1.5 spaces per unit 3 or more bedrooms: 1.6 spaces per unit	1.3 spaces per unit of which 0.3 space per unit is located on common property and available for visitor or shared use. (1 up to 2.7 spaces per dwelling unit of which up to 0.3 space per unit is located on common property and available for visitor or shared use)	The Board has the option to reduce this parking or keep the same base rate. A 100-unit development would require 130 spaces of which 30 spaces would need to be on common property for shared or visitor use.
Dwelling, Stacked Townhouses – ADU Development			

TABLE 6100.7: Transit Station Area Parking Requirements			
Dwelling, Multifamily	0 or 1 bedroom: 1.3 spaces per unit 2 bedrooms: 1.5 spaces per unit 3 or more bedrooms: 1.6 spaces per unit	0.4 space (0.4 to 0.8 spaces) per bedroom (or 60 up to 80 percent of the per unit parking rate established in Table 6100.2)	The current rate is not a per bedroom rate, but a dwelling unit rate based on the bedroom type. The Board has the option to reduce this parking based on bedrooms only or reduce the parking between 80 and 60 percent of the rates in current Table 6100.2. Applying the proposed rate of 0.4 spaces per bedroom, if a 200-unit building had 100 1-bedroom units and 100 2-bedroom units, this equals 300 bedrooms. A minimum of 120 spaces would be required. If the Board elects to use the per unit option of 70 percent of the proposed base rate of 1.3 spaces per unit (0.91), 182 spaces are required.
Dwelling, Multifamily – ADU Development			
All Other Residential Uses	In accordance with Table 6100.1	In accordance with Table 6100.2	No change
Offices	0 to 0.25 miles from a metro station entrance along an accessible route: 2 spaces per 1,000 square feet of gross floor area. More than 0.25 miles from a metro station entrance along an accessible route: 2.3 spaces per 1,000 square feet gross floor area	70 percent (60 up to 80) of the parking rate established in Tables 6100.2 or 6100.3.	To simplify the rate, the current exception for restaurants and the separate rates for office are excluded. All nonresidential uses would be parked at 70 percent of their base rate. A 200,000 square foot office building has a proposed base rate of 2 spaces per 1,000 square feet. This requires 400 spaces. As proposed, 70 percent of the base rate will require a minimum of 280 spaces.
All other commercial uses, except restaurants	80 percent of the parking rate established in Tables 6100.1 or 6100.2		
All Other Nonresidential Uses	The minimum off-street parking requirements for nonresidential uses may be reduced by up to 20 percent		

Transit Oriented Development

TABLE 6100.8: Transit Oriented Development Parking Requirements			
Use	Current Minimum Parking Requirement	Proposed Minimum Parking Requirement	Notes
Dwelling, Single Family Detached	2 spaces per unit for lots with frontage on a public street and 3 spaces per unit for lots with frontage on a private street, where only 1 such space is required to have convenient access to a street	2 spaces per unit <i>(2 spaces per unit for lots with frontage on a public street and 3 spaces per unit for lots with frontage on a private street)</i>	Retains two spaces per unit but does not require an additional space if located on a private street.
Dwelling, Single Family Attached	2.7 spaces per unit where only 1 such space is required to have convenient access to the street	1.3 spaces per unit of which 0.3 space per unit is located on common property and available for visitor or shared use. <i>(1 up to 2.7 spaces per dwelling unit of which up to 0.3 space per unit is located on common property and available for visitor or shared use)</i>	Retains the same rate proposed for transit station areas.
Dwelling, Single-Family Attached – ADU Development			
Dwelling, Stacked Townhouses	0 or 1 bedroom: 1.3 spaces per unit 2 bedrooms: 1.5 spaces per unit 3 or more bedrooms: 1.6 spaces per unit	1.3 spaces per unit of which 0.3 space per unit is located on common property and available for visitor or shared use. <i>(1 up to 2.7 spaces per dwelling unit of which up to 0.3 space per unit is located on common property and available for visitor or shared use)</i>	Retains the same rate proposed for transit station areas.
Dwelling, Stacked Townhouses – ADU Development			
Dwelling, Multifamily	0 or 1 bedroom: 1.3 spaces per unit 2 bedrooms: 1.5 spaces per unit 3 or more bedrooms: 1.6 spaces per unit	0.3 space <i>(0.3 to 0.7 spaces)</i> per bedroom <i>(or 50 up to 70 percent of the per unit parking rate established in Table 6100.2)</i>	The Board has the option to reduce this parking based on bedrooms only or reduce the parking by between 70 and 50 percent of the rates in current Table 6100.2. Applying the proposed rate of 0.3 spaces per bedroom, if a 200-unit building had 100 1-bedroom units and 100 2-bedroom units, this equals 300 bedrooms. A minimum of 90 spaces would be required. If the Board elects to use the per unit option of 60 percent of the proposed base rate of 1.3 spaces per unit (0.78), 156 spaces are required.
Dwelling, Multifamily – ADU Development			

TABLE 6100.8: Transit Oriented Development Parking Requirements			
All Other Residential Uses	In accordance with Table 6100.1	In accordance with Table 6100.2	No change
Offices	<p>0 to 0.25 miles from a metro station entrance along an accessible route: 2 spaces per 1,000 square feet of gross floor area.</p> <p>More than 0.25 miles from a metro station entrance along an accessible route: 2.3 spaces per 1,000 square feet gross floor area</p>	60 percent (50 up to 70) of the parking rate established in Tables 6100.2 or 6100.3.	Transit oriented developments are typically within ¼ mile of Metro. Currently this area has the same rate as a transit station area. The same rate proposed for transit station areas is applied.
All other commercial uses, except restaurants	80 percent of the parking rate established in Tables 6100.1 or 6100.2		
All Other Nonresidential Uses	The minimum off-street parking requirements for nonresidential uses may be reduced by up to 20 percent		

PTC District

The proposed edits to the PTC rates are noted below in strikethrough and underlines.

PTC Minimum and Maximum Required Off-Street Vehicle Parking Spaces										NOTES
Use	Per unit, <u>bedroom</u> , or 1,000 square feet of gross floor area	Less than 1/8 mile to Metro Station Entrance (TOD District)		1/8 to 1/4 mile to Metro Station Entrance (TOD District)		More than 1/4 to 1/2 mile to Metro Station Entrance (TOD District)		Non-TOD Districts		
		Min	Max	Min.	Max	Min	Max	Min	Max	
Single-Family Attached	Space(s) per unit	1.75 <u>1</u> (1 up to 1.75)	2.2	1.75 <u>1</u> (1 up to 1.75)	2.2	2 <u>1</u> (1 up to 2)	2.5	2 <u>1.3</u>	2.7	The minimum rate is proposed to be lowered to be slightly lower than the TOD rate of 1.3 spaces per unit.
Stacked Townhouse		1.5 <u>1</u> (1 up to 1.5)	1.9	1.5 <u>1</u> (1 up to 1.5)	1.9	1.7 <u>1</u> (1 up to 1.7)	2.1	1.7 <u>1.3</u>	<u>2.3</u>	The minimum rate is proposed to be lowered to be slightly lower than the TOD rate of 1.3 spaces per unit.

PTC Minimum and Maximum Required Off-Street Vehicle Parking Spaces										NOTES
Use	Per unit, bedroom, or 1,000 square feet of gross floor area	Less than 1/8 mile to Metro Station Entrance (TOD District)		1/8 to 1/4 mile to Metro Station Entrance (TOD District)		More than 1/4 to 1/2 mile to Metro Station Entrance (TOD District)		Non-TOD Districts		
		Min	Max	Min.	Max	Min	Max	Min	Max	
Multifamily	Per bedroom Space(s) per unit	<u>0.2</u> <u>(0 up to 0.4)</u>	<u>1.3 space for first bedroom and 0.3 space per additional bedroom</u>	<u>0.2</u> <u>(0 up to 0.4)</u>	<u>1.3 space for first bedroom and 0.3 space per additional bedroom</u>	<u>0.3</u> <u>(0 up to 0.4)</u>	<u>1.4 space for first bedroom and 0.3 space per additional bedroom</u>	<u>0.4</u>	<u>1.4 space for first bedroom and 0.3 space per additional bedroom</u>	<p>To be consistent with bedroom rate proposals and PTC TOD expectations, the rates are revised. Maximums are revised to reflect current requirements.</p> <p>Applying the proposed rate of 0.2 spaces per bedroom for construction within ¼ mile of a station, if a 200-unit building had 100 1-bedroom units and 100 2-bedroom units, this equals 300 bedrooms. A minimum of 60 spaces would be required.</p>
0-1 bedroom		<u>1.0</u>	<u>1.3</u>	<u>1.0</u>	<u>1.3</u>	<u>1.1</u>	<u>1.4</u>	<u>1.1</u>	<u>1.4</u>	
2 bedrooms		<u>1.0</u>	<u>1.6</u>	<u>1.0</u>	<u>1.6</u>	<u>1.35</u>	<u>1.7</u>	<u>1.35</u>	<u>1.7</u>	
3+ bedrooms		<u>1.0</u>	<u>1.9</u>	<u>1.0</u>	<u>1.9</u>	<u>1.6</u>	<u>2.0</u>	<u>1.6</u>	<u>2.0</u>	
Hotel/Motel	<u>Per rental unit Spaces per 1,000 square feet of gross floor area</u>	none	1.0	none	1.0	none	1.05	0.85 <u>0.70</u>	1.08 <u>1.10</u>	Converts to per unit consistent with base rate. The non-TOD min. is consistent with the min. TSA rate.
Office	Spaces per 1,000 square feet of gross floor area	none	1.6	none	2.0	none	2.2	2.0 <u>1.4</u>	2.4	The Non-TOD minimum rate is consistent with the TSA rate for a large office building.

Parking Reimagined
Jurisdictional Comparison

Use * and basis of requirement e.g. spaces per unit or per area	Fairfax County	Fairfax County	Arlington County	Loudoun County	Prince William County	Montgomery County	Alexandria
	<i>Current Base Rate</i>	<i>Proposed Base Rate</i>	<i>Base Rate</i>	<i>Base Rate**</i>	<i>Base Rate</i>	<i>Base Rate</i>	<i>Base Rate</i>
<i>Parking Rates Last Comprehensively Updated</i>	1988	2023	2018	2020	2017	2010	2018
Single-Family Attached (SFA) Spaces per residential unit unless otherwise noted	2.7	2.7	2.2	3	2.75 Units with garage for 2+ cars: 2.4	2	2
Multifamily (MF) Spaces per residential unit, per <i>type</i> of residential unit, or as otherwise noted. Some are stratified by building size, measured by total units or height.	1.6	1.3	First 200 units: 1.125 Units 201+: 1	Studio: 1.25 1 Bedroom: 1.5 2-3 Bedroom: 2 4+ Bedroom: 2.5	For buildings <50 ft. tall: Efficiency / Studio: 1 1 Bedroom: 1.5 2+ Bedroom: 2.2 For buildings >50 ft. tall: Efficiency/Studio: 1.1 1 Bedroom: 1.35 2+ Bedroom: 2.1	Studio: 1 1 Bedroom: 1.25 2 Bedroom: 1.5 3+ Bedroom: 2	Studio: 1 1 Bedroom: 1 2+ Bedrooms: 2

Parking Reimagined
Jurisdictional Comparison

Use * and basis of requirement e.g. spaces per unit or per area	Fairfax County	Fairfax County	Arlington County	Loudoun County	Prince William County	Montgomery County	Alexandria
	<i>Current Base Rate</i>	<i>Proposed Base Rate</i>	<i>Base Rate</i>	<i>Base Rate**</i>	<i>Base Rate</i>	<i>Base Rate</i>	<i>Base Rate</i>
<i>Parking Rates Last Comprehensively Updated</i>	1988	2023	2018	2020	2017	2010	2018
Office Spaces per 1000 SF (square feet) of GFA (gross floor area) unless otherwise noted. Some are stratified by building size, floor location, or as otherwise noted.	<50,000 SF: 3.6 50,000-125,000 SF: 3 >125,000 SF: 2.6	<50,000 SF: 3 >50,000 SF: 2	First floor: 4 Basement: 3.33 Floors 2-5: 3.33 Floors 6+: 2.5	<30,000 SF: 4 +3.3 (Per 1000 SF GFA above >30,000)	4	2.8	Minimum: 0.75 Maximum: 2.25

Parking Reimagined
Jurisdictional Comparison

Use * and basis of requirement e.g. spaces per unit or per area	Fairfax County	Fairfax County	Arlington County	Loudoun County	Prince William County	Montgomery County	Alexandria
	<i>Current Base Rate</i>	<i>Proposed Base Rate</i>	<i>Base Rate</i>	<i>Base Rate**</i>	<i>Base Rate</i>	<i>Base Rate</i>	<i>Base Rate</i>
<i>Parking Rates Last Comprehensively Updated</i>	1988	2023	2018	2020	2017	2010	2018
Shopping Center Spaces per 1000 SF (square feet) of GFA (gross floor area) unless otherwise noted	≤100,000 SF: 4.3 100,000-400,000 SF: 4 400,000-800,000 SF: 4.8 >800,000 SF: 2.5	≤100,000 SF: 4 100,000-800,000 SF: 3 >800,000 SF: 2.5	First floor: 4 Retail elsewhere: 3.33	<30,000 SF: 6 30,000-60,000 SF: 5 ≥60,000 SF: 4 Malls: <400,000 SF: 3.5 400,000-600,000 SF: 3.8 >600,000 SF: 4.25	<50,000 SF: 5 50,000-300,000 SF: 4.44 (Per 1000 SF GFA between 50,000-300,000) >300,000 SF: 4 (Per 1000 SF GFA above 300,000)	5 (Per 1000 SF of retail area)	N/A

Parking Reimagined
Jurisdictional Comparison

Use * and basis of requirement e.g. spaces per unit or per area	Fairfax County	Fairfax County	Arlington County	Loudoun County	Prince William County	Montgomery County	Alexandria
	<i>Current Base Rate</i>	<i>Proposed Base Rate</i>	<i>Base Rate</i>	<i>Base Rate**</i>	<i>Base Rate</i>	<i>Base Rate</i>	<i>Base Rate</i>
<i>Parking Rates Last Comprehensively Updated</i>	1988	2023	2018	2020	2017	2010	2018
Retail (general) Spaces per 1000 SF (square feet) of NFA (<i>net</i> floor area) unless otherwise noted	<1000 SF: 5 +6 (Per 1000 SF above 1000)	4	First floor: 4 Retail elsewhere: 3.33	4 (Per 1000 SF GFA; min 4 per establishment))	<50,000 SF: 5 50,000-300,000 SF: 4.44 (Per 1000 SF between 50,000-300,000) >300,000 SF: 4 (Per 1000 SF above 300,000)	5	Minimum: 0.75 Maximum: 4
Hotel/Motel Spaces per rental unit, guest room, or equivalent Other on-site facilities require additional parking, e.g. restaurants, meeting and banquet rooms	1.08 Plus spaces for other uses	1	1	1 Plus 2 for owners/managers Plus spaces for other uses	1.2	0.5 Plus 6 spaces per 1,000 SF of meeting rooms	Minimum: 0.25 Maximum: 0.7

Parking Reimagined
Jurisdictional Comparison

Use * and basis of requirement e.g. spaces per unit or per area	Fairfax County	Fairfax County	Arlington County	Loudoun County	Prince William County	Montgomery County	Alexandria
	<i>Current Base Rate</i>	<i>Proposed Base Rate</i>	<i>Base Rate</i>	<i>Base Rate**</i>	<i>Base Rate</i>	<i>Base Rate</i>	<i>Base Rate</i>
<i>Parking Rates Last Comprehensively Updated</i>	1988	2023	2018	2020	2017	2010	2018
Restaurant Spaces per 1000 SF (square feet) of GFA (gross floor area) unless otherwise noted.	<5000 SF: 10 +10 (Per 1000 SF seating area in excess of 20 outdoor seats) >5000 SF: 11 +11 (Per 1000 SF GFA seating area in excess of 20 outdoor seats)	8	1 Per 6 seats plus area for patrons served in vehicles	15	10	10	Minimum: 1 Maximum: 4

Parking Reimagined
Jurisdictional Comparison

Use * and basis of requirement e.g. spaces per unit or per area	Fairfax County	Fairfax County	Arlington County	Loudoun County	Prince William County	Montgomery County	Alexandria
	<i>Current Base Rate</i>	<i>Proposed Base Rate</i>	<i>Base Rate</i>	<i>Base Rate**</i>	<i>Base Rate</i>	<i>Base Rate</i>	<i>Base Rate</i>
<i>Parking Rates Last Comprehensively Updated</i>	1988	2023	2018	2020	2017	2010	2018
Production and Processing Spaces per 1000 SF (square feet) of GFA (gross floor area) unless otherwise noted	Higher of: 1 Per 1000 SF Or 1 Per employee on major shift +1 Per company vehicle	Lower of: 1 Per 1000 SF Or 1 Per employee	Higher of: 1 Per 1000 SF Or 1 Per 2 employees	2 Plus any required spaces for office, sales or similar space	1.33 (Equals 1 per 1000 SF <i>net floor area</i> where <i>net</i> is defined as 75% of gross)	1.5	1 per 400 SF of office Plus requirements per parking district

*Parking comparisons in this table utilize base rates. Some areas like Arlington and Montgomery Counties and the City of Alexandria have stratified rates based on proximity to transit and urban density.

**Loudoun County is currently re-writing their zoning ordinance and has proposed a similar stratified rate framework as Fairfax County based on proximity to transit and urban centers.

Loading Requirement Comparison

The following chart compares the current loading requirements with the proposed requirements. Currently only 29 uses are identified as requiring loading spaces. If a use is not identified the loading is required to be provided for the most similar use. If a use is below the minimum square footage adequate receiving facilities are required. Except for adding a few uses the loading space requirements have not changed since 1978.

The proposal groups the loading requirement by classification and provides an exception of office, hotel, motel and indoor commercial recreation within the commercial classification. The Zoning Administrator must no longer determine the loading for a use that was not identified. If a use or building is below 10,000 square feet no loading spaces are required; however, adequate receiving facilities are still required. When the calculated number of spaces results in a number containing a fraction, the required number of spaces is rounded down when the fractional unit is less than 0.5 and is rounded up when the fractional unit is greater than 0.5.

Table 6101.1: Minimum Required Off-Street Loading Spaces					
Classification	Use	Cat.	Current Requirement (Maximum of 5 spaces per use)	Proposed Requirement (Exempts first 10,000 Sq. Ft. of a use)	Notes
Agricultural and Related Uses	No uses Identified	NA	NA	No Minimum Requirement	No Change
Residential Uses	Congregate Living Facility	F	1 space for the first 10,000 square feet of gross floor area, plus 1 space for each additional 100,000 square feet or major fraction thereof	1 space per each 100,000 square feet of gross floor area, except that: <ul style="list-style-type: none"> No more than 2 loading spaces are required for a structure. 	The current requirements require a loading space for the first 10,000 or 25,000 square feet and each additional 100,000 square feet with a maximum of 5 spaces required. For smaller uses the proposal would either replace the loading space with an adequate receiving facility or reduce the requirement from 2 spaces to 1 space. The proposal also limits loading spaces to no more than 2 spaces for a structure instead of 5 spaces. This reduction was a common approval and was based on the ability for these users to control the loading area and there being no need for 5 loading spaces.
	Continuing Care Facility	NA	One space for the first 25,000 square feet of gross floor area plus one space for each additional building consisting of more than 100,000 square feet of gross floor area, except as may be modified by the Director		
	Dwelling, Multifamily	G	1 space for the first 25,000 square feet of gross floor area, plus 1 space for each additional 100,000 square feet or major fraction thereof		
	Residence Hall	NA	NA		

Table 6101.1: Minimum Required Off-Street Loading Spaces					
Classification	Use	Cat.	Current Requirement (Maximum of 5 spaces per use)	Proposed Requirement (Exempts first 10,000 Sq. Ft. of a use)	Notes
	All other Residential Uses	NA	NA	NA	NA
Public, Institutional, and Community Uses	College or University	F	1 space for the first 10,000 square feet of gross floor area, plus 1 space for each additional 100,000 square feet or major fraction thereof	1 space per each 100,000 square feet of gross floor area, except that: <ul style="list-style-type: none">No more than 3 loading spaces are required for a structure when located in a Commercial Revitalization District as defined in Section 3102, or in an area identified by the Comprehensive Plan as a Commercial Revitalization Area, Commercial Business Center, Suburban Neighborhood in the Richmond Highway Corridor, Transit Station Area, Transit Oriented District, Transit Development District, or Tysons Urban Center; and	The current requirements require a loading space for the first 10,000 square feet and each additional 100,000 square feet with a maximum of 5 spaces required. For smaller uses the proposal would either replace the loading space with an adequate receiving facility or reduce the requirement from 2 spaces to 1 space. In areas with higher intensity the loading areas are typically controlled and can be lowered. Reduction in loading spaces can also facilitate improved site design.
	Funeral Home	F			
	Independent Living Facility	F			
	Medical Care Facility	F			
	Private School	F	As determined by the Zoning Administrator	<ul style="list-style-type: none">No more than 5 loading spaces are required for a structure in any other area.	
	All other uses	NA			

Table 6101.1: Minimum Required Off-Street Loading Spaces

Classification	Use	Cat.	Current Requirement (Maximum of 5 spaces per use)	Proposed Requirement (Exempts first 10,000 Sq. Ft. of a use)	Notes
Commercial Uses	Business Services	C	1 space for the first 10,000 square feet of gross floor area, plus 1 space for each additional 20,000 square feet or major fraction thereof	1 space per each 50,000 square feet of gross floor area, except that: <ul style="list-style-type: none">No more than 3 loading spaces are required for a structure when located in a Commercial Revitalization District as defined Section 3102, or in an area identified by the Comprehensive Plan as a Commercial Revitalization Area, Commercial Business Center, Suburban Neighborhood in the Richmond Highway Corridor, Transit Station Area, Transit Oriented District, Transit Development Area, or Tysons Urban Center; andNo more than 5 loading spaces are required for a structure in any other area.	The current requirements require a loading space for the first 5,000 or 10,000 square feet and each additional 15,000 to 30,000 square feet with a maximum of 5 spaces required. As proposed if under 10,000 square feet an adequate receiving facility would be required instead of a loading space. For smaller structures fewer loading spaces would be required. Example: 100,000 SF building would require 5 loading spaces in each and proposed 2 spaces would be required. If the structure was 250,000 square feet, the current and proposed would require 5 spaces.
	Financial Institution or Drive-Through Financial Institution				
	Household Repair and Rental Service				
	Massage Therapy Establishment				
	Restaurant, Restaurant with Drive-Through, Carryout Restaurant;	D	1 space for the first 10,000 square feet of gross floor area, plus 1 space for each additional 25,000 square feet or major fraction thereof		
	Personal Service	B	1 space for the first 10,000 square feet of gross floor area, plus 1 space for each additional 15,000 square feet or major fraction thereof		
	Retail Sales				
	Vehicle Repair and Maintenance, Light				
	Vehicle Repair and Maintenance, Heavy	A	1 space for the first 5,000 square feet of gross floor area, plus 1 space for each additional 30,000 square feet or major fraction thereof		
	All other commercial uses except those listed below	NA	As determined by the Zoning Administrator		

Table 6101.1: Minimum Required Off-Street Loading Spaces

Classification	Use	Cat.	Current Requirement (Maximum of 5 spaces per use)	Proposed Requirement (Exempts first 10,000 Sq. Ft. of a use)	Notes
	Commercial Recreation, Indoor Hotel or Motel	F	1 space for the first 10,000 square feet of gross floor area, plus 1 space for each additional 100,000 square feet or major fraction thereof	1 space per 100,000 square feet of gross floor area, except that: <ul style="list-style-type: none"> No more than 3 loading spaces are required for a structure when located in a Commercial Revitalization District as defined in Section 3102, or in an area identified by the Comprehensive Plan as a Commercial Revitalization Area, Commercial Business Center, Suburban Neighborhood in the Richmond Highway Corridor, Transit Station Area, Transit Oriented District, Transit Development District, or Tysons Urban Center; and No more than 5 loading spaces are required for a structure in any other area. 	The current requirements require a loading space for the first 10,000 square feet and each additional 20,000 to 100,000 square feet with a maximum of 5 spaces required. As proposed if under 10,000 square feet an adequate receiving facility would be required instead of a loading space. For a 100,000 square foot building 2 spaces would be required for the commercial recreation and hotel and 5 for office in current ordinance and 1 space as proposed. For a 300,000 square foot office building the current would still require 5 spaces and the proposed would require 3 spaces. Larger uses often have managed loading docks and can control when loading is conducted.
	Office	C	1 space for the first 10,000 square feet of gross floor area, plus 1 space for each additional 20,000 square feet or major fraction thereof		
Industrial Uses	Mixed Waste Reclamation Facility;	A	1 space for the first 5,000 square feet of gross floor area, plus 1 space for each additional 30,000 square feet or major fraction thereof	1 space per each 50,000 square feet of gross floor area except that: <ul style="list-style-type: none"> No more than 5 off-street loading spaces are required for a structure. 	The current requirements require a loading space for the first 5,000 or 10,000 square feet and each additional 30,000 square feet with a maximum of 5 spaces required. For smaller uses the proposal would either replace the loading space with an adequate receiving facility or reduce the requirement from 2 spaces to 1 space. Example: 100,00 sf facilitate would require 4 spaces now and 2 as proposed.
	Production and Processing;				
	Specialized Equipment and Heavy Vehicle Sale, Rental, or Service;				
	Warehouse;				

Table 6101.1: Minimum Required Off-Street Loading Spaces

Classification	Use	Cat.	Current Requirement (Maximum of 5 spaces per use)	Proposed Requirement (Exempts first 10,000 Sq. Ft. of a use)	Notes
	Wholesale Facility	E	1 space for the first 10,000 square feet of gross floor area, plus 1 space for each additional 30,000 square feet or major fraction thereof	1 space per each 50,000 square feet of gross floor area except that: <ul style="list-style-type: none"> No more than 5 off-street loading spaces are required for a structure. 	The current requirements require a loading space for the first 5,000 or 10,000 square feet and each additional 30,000 square feet with a maximum of 5 spaces required. For smaller uses the proposal would either replace the loading space with an adequate receiving facility or reduce the requirement from 2 spaces to 1 space. Example: 100,00 sf facilitate would require 4 spaces now and 2 as proposed.
	All other industrial uses	NA	As determined by the Zoning Administrator		

ADMINISTRATIVE - 4

Authorization to Advertise a Public Hearing to Lease County-Owned Properties for the Purpose of Installing Solar Facilities (Franconia, Mason, and Braddock Districts)

ISSUE:

Authorization to advertise a public hearing to lease County-owned property to Sun Tribe Solar for the installation, operation and maintenance of solar photovoltaic panels for the purpose of on-site electric generation at the Police Operational Support Bureau under construction at 3911 Woodburn Road, the Franconia Governmental Center and Kingstowne Library ("Franconia Governmental Center") under construction at 7130 and 7170 Silver Lake Boulevard, the Mason District Police Station addition which is in design at 6507 Columbia Pike, and the Stormwater and Wastewater Consolidation Facility under construction at 6000 Freds Oak Road.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing to be held on July 25, 2023, at 3:00 p.m.

TIMING:

Board action is requested on June 27, 2023, to provide sufficient time to advertise the proposed public hearing on July 25, 2023, at 3:00 p.m.

BACKGROUND:

The Board of Supervisors is the owner of the Police Operational Support Bureau facility, the Franconia Governmental Center, the Mason District Police Station, and the Stormwater and Wastewater Consolidation Facility. Maps of the properties are included in Attachments 1 – 4, and site-specific information is provided for each property below:

- Police Operational Support Bureau is being constructed at 3911 Woodburn Road on a County-owned parcel identified as Tax Map Parcel Identification Number 0593 01 0011B. Upon the expected substantial completion date of spring 2025, a 50,000 sq ft building will be located on the property.
- Franconia Governmental Center is being constructed at 7130 and 7170 Silver Lake Boulevard on a County-owned parcel identified as Tax Map Parcel Identification Number 0913 09 0008B. Upon the expected substantial completion date of spring 2025, a 90,000 sq ft building will be located on the property.

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- Mason District Police Station is an existing facility at 6507 Columbia Pike on a County-owned parcel identified as Tax Map Parcel Identification Number 0613 01 0003. Upon the expected substantial completion of an addition to the existing building around spring 2026, a 30,000 sq ft building will be located on the property.
- Stormwater and Wastewater Consolidation Facility is being constructed at 6000 Freds Oak Road on a County-owned parcel identified as Tax Map Parcel Identification Number 0773 01 0013. Upon the expected substantial completion date of spring 2026, 170,000 sq ft of floor area across eight buildings will be located on the property; the leased areas will include the rooftops of Building 1, Building 2, and Building 6.

Sun Tribe Solar, LLC designs and installs solar photovoltaic panels and is a solar power purchase agreement (PPA) service provider. In December 2019, Fairfax County announced a contract with Sun Tribe Solar for rooftop solar PPA installations on buildings owned by Fairfax County Government, Fairfax County Public Schools, Fairfax County Park Authority, and Fairfax County Redevelopment and Housing Authority (collectively, the “Fairfax Entities”). Under the contract, Sun Tribe Solar will design, permit, install and operate rooftop solar panels at facilities that participate in the PPA program and sell the electricity generated by the solar panels to the participating facility at a fixed rate and over a fixed term (20, 25 or 30 years). The contract with Sun Tribe Solar allows Fairfax County to purchase on-site renewable energy with little or no upfront or operational costs. Participation in the solar PPA program is expected to reduce the County’s greenhouse gas emissions and electricity costs.

Sun Tribe Solar requires access to and use of rooftop space at the Police Operational Support Bureau and Franconia Governmental Center, Mason District Police Station, and the Stormwater and Wastewater Consolidation Facility to install, operate and maintain solar photovoltaic panels over the course of the PPA program (an expected 25 year-term).

Virginia Code Ann. § 15.2-1800 requires a locality to hold a public hearing before it may lease its real property. The County Executive recommends that the Board authorize staff to advertise a public hearing to lease County properties to Sun Tribe Solar, which will allow for the installation, operation, and maintenance of solar panels on County-owned facilities.

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EQUITY IMPACT:

None.

FISCAL IMPACT:

Initially, Fairfax County would pay slightly more per kWh for electric power delivered by the fixed-price PPA versus utility-delivered power. However, as the cost of utility-delivered power is expected to increase, the PPA would save more than \$35,000 in electricity costs over the 25-year contract term. Cost parity would be achieved about halfway through the contract term (around 2036). Any additional electricity costs would be absorbed within existing budgets.

ENCLOSED DOCUMENTS:

Attachment 1 – Location Map 0593 01 0011B
Attachment 2 – Location Map 0913 09 0008B
Attachment 3 – Location Map 0613 01 0003
Attachment 4 – Location Map 0773 01 0013

STAFF:

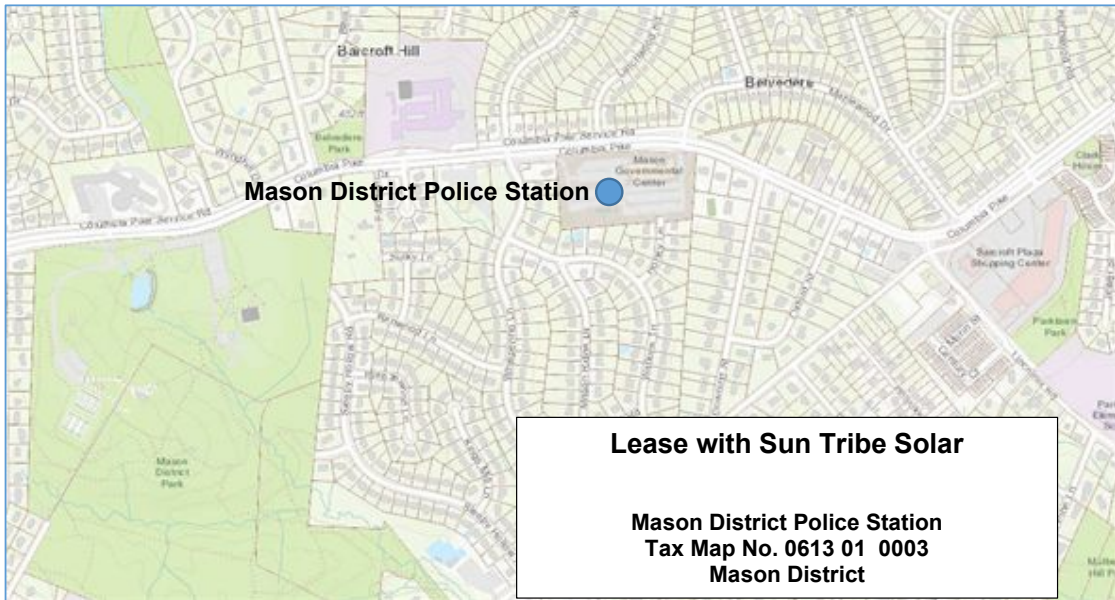
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John Morrill, Acting Director, Office of Environmental and Energy Coordination (OEEC)
Kevin Smith, OEEC

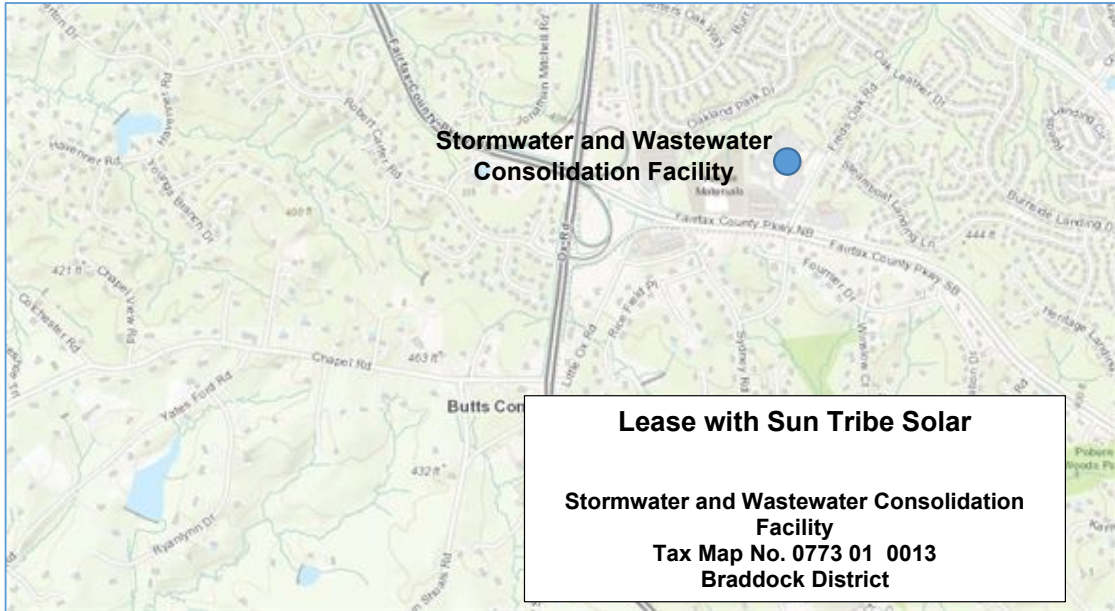
ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney









ADMINISTRATIVE - 5

Authorization for the Fairfax County Department of Transportation to Apply for and Accept Grant Funding from the United States Department of Transportation's FY 2023 Safe Streets and Roads for All Discretionary Grant Program (Franconia and Mason Districts)

ISSUE:

Board of Supervisors authorization is requested for the Fairfax County Department of Transportation (FCDOT) to apply for, and accept if received, grant funding from the United States Department of Transportation's (USDOT's) FY 2023 Safe Streets and Roads for All (SS4A) Discretionary Grant Program. FCDOT plans to apply for \$20 million in funding, including a required 20 percent (\$4 million) Local Cash Match (LCM) for supplemental planning, demonstration, and implementation projects, based on Fairfax County's Safe Streets for All Program Recommendations endorsed by the Board of Supervisors in May 2022 (Attachment 1).

The implementation portion of the grant includes 23 projects totaling \$18 million, which would implement evidence-based countermeasures, focused along high-crash corridors in areas with high or very high Fairfax County Vulnerability Indices. A list of the projects recommended for submission to the 2023 SS4A program is included as Attachment 2.

The supplemental planning and demonstration portion of the grant is for \$2 million to assist FCDOT's work in the update of the Transportation Element of the County Comprehensive Plan's Policy Plan, as authorized by the Board of Supervisors on December 6, 2022 (2022-CW-2CP), as well as to develop Countywide Complete Streets Design Guidelines and to execute a Slow Streets demonstration project.

The \$4 million LCM includes \$3.6 million for implementation of the 23 projects and \$400,000 for supplemental planning and demonstration. Staff proposes to meet the LCM requirement from either the \$100 million planned for new Active Transportation Projects in Fund 30050, Transportation Improvements, depending on fund availability in the *FY 2023 Carryover Review*, or Fund 40010, County and Regional Transportation Projects.

The grant submission date is July 10, 2023, and awards should be announced by the end of 2023. If the actual award(s) 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 Director of the Department of

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Transportation to enter into the grant agreement(s) and any related agreements, including, but not limited to, Federal Subaward Agreements, on behalf of the County.

The project application requires a project endorsement resolution from the local governing body; therefore, Board approval of Attachment 3 is also requested.

Additionally, the City of Fairfax intends to apply for SS4A program support for a Safety Action Plan (SAP) and supplemental planning for the Old Town Activity Center, which includes the area around the Fairfax County Judicial Complex. Staff recommends that the Board provide a letter noting support and intent to coordinate with the City for that application (Attachment 4).

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the following:

- FCDOT to apply for, and accept if received, grant funding from USDOT of \$20 million, including \$4 million in Local Cash Match through the FY 2023 SS4A Discretionary Grant Program Implementation and Planning and Demonstration Grants for the List of Recommended Projects (Attachment 2)
- The Director of FCDOT to enter into the grant agreement(s) and any related agreements, including, but not limited to, Federal Subaward Agreements on behalf of the County for any related funding

The County Executive also recommends the approval of the project endorsement resolution for the project application (substantially in the form of Attachment 3) and recommends providing a letter of support and coordination (Attachment 4) for the City of Fairfax's SS4A application for a planning and demonstration grant for their Action Plan, which will include or impact parts, or all, of the County's Judicial Complex.

TIMING:

Board approval is requested on June 27, 2023, to meet the FY 2023 SS4A submission deadline of July 10, 2023.

BACKGROUND:

The SS4A Grant Program is a grant opportunity offered under the Bipartisan Infrastructure Law (BIL) enacted in 2021. The program helps communities around the country work toward reducing or eliminating roadway fatalities and serious injuries through development of an SAP and implementation of infrastructure, behavioral or

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observational activities. The program focuses on all roadway users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. SS4A criteria include safety; equity, engagement, and collaboration; and effective practices and strategies. Other factors include project readiness and ability to leverage other funds. The BIL provided \$1 billion in advanced appropriations for the program in FY 2023. Additionally, USDOT has \$177.2 million in FY 2022 carryover funds set aside for Planning and Demonstration Grants.

SS4A includes Planning and Demonstration Grants, as well as Implementation Grants. Planning and Demonstration Grants provide funds to develop, complete, or supplement a comprehensive SAP, as well as supplemental planning and/or demonstration activities that either inform the development of a new/existing SAP or conduct supplemental planning. Implementation Grants provide funds to implement projects and strategies (infrastructure, behavioral, and/or operational activities) identified in an SAP to address a roadway safety problem.

Based on program criteria and information provided by USDOT, County staff is recommending submitting an application for an \$18 million Implementation Grant for 23 sidewalk, crosswalk and protected bike lane safety projects, along with a \$2 million Planning and Demonstration Grant to support the community outreach and graphics for the update of the Transportation Element of the County's Comprehensive Plan, the development of Complete Streets Design Guidelines, and a Slow Streets Program pilot.

A list of proposed projects is provided as Attachment 2. Except for the Colombia Pike at Tyler Street project, these projects have not been previously approved as part of the Transportation Priorities Plan or for the additional \$100 million for Active Transportation Projects.

The proposed application advances the following recommendations from Fairfax County's Safe Streets for All Program Recommendations (Attachment 1):

- Development of a Countywide Complete Streets Design Guide that reflects best practices in Safe Streets for All design, context sensitive design (transportation-land use connection), active transportation facility design, and placemaking principles.
- Development of an inclusive Slow Streets Program to supplement the Traffic Calming Program and provide dedicated funding.
- Prioritization of maintenance and capital improvements in high need areas in close partnership with the affected community, especially the most at-risk populations.

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- Allocation of adequate funding for, and maintenance of, safety related equipment, marking and signage (such as Rectangular Rapid Flashing Beacons, Pedestrian Hybrid Beacons, crosswalk markings, Yield to Pedestrian signage, street and walkway lighting, etc.)

In addition to the County's application, the City of Fairfax intends to separately apply for a Planning and Demonstration Grant for an SAP with a supplemental action plan for the Old Town area. As the supplemental action plan will include or impact parts (or all) of the County's Judicial Complex, County staff also recommends providing a letter supporting their application and noting the County's intent to coordinate with the City on this component of their program (Attachment 4).

FISCAL IMPACT:

Total grant funding in the amount of \$20 million, including a required \$4 million Local Cash Match, is being requested from the USDOT FY 2023 Safe Streets and Roads for All (SS4A) Discretionary Grant Program. Of that, \$18 million will be for the study, design, and construction of 23 projects in high risk or high traffic areas, and \$2 million for supplemental planning a Slow Streets demonstration project. The 20 percent Local Cash Match requirement will be met with funds from either the \$100 million planned for new Active Transportation Projects in Fund 30050, Transportation Improvements, depending on fund availability in the FY 2023 Carryover Review, or Fund 40010, County and Regional Transportation Projects. If funding is awarded, formal budget appropriation will be requested at a quarterly review once the grant agreement has been fully executed.

EQUITY IMPACT:

Staff conducted a geospatial analysis by examining the vulnerability index on a census tract level to ensure that geographic areas and populations are not excluded from the use of the proposed facilities based on various factors, such as educational attainment, language, household vehicle ownership, home ownership, median household income, and uninsured population. The analysis shows that 100% of implementation and demonstration projects fall within the high or very high vulnerability index. The remaining \$1.05 million supplemental planning grant request supports the Transportation Element of the County Comprehensive Plan's Policy Plan, as well as the development of Complete Streets Design Guidelines, would apply to work performed for Countywide benefit.

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ENCLOSED DOCUMENTS:

Attachment 1 - Fairfax County Safe Streets for All Program Recommendations
Attachment 2 – List of Recommended Projects for the FY 2023 Safe Streets and Roads for All (SS4A) Submission
Attachment 3 – Resolution of Endorsement for FY2023 United States Department of Transportation SS4A Grant Program Applications
Attachment 4 – Letter of Support and Coordination for the City of Fairfax SS4A Application

STAFF:

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FAIRFAX COUNTY

Safe Streets for All Program Recommendations

April 2022





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Introduction

This document provides a framework for a Fairfax County Safe Streets for All Program designed to address systemic transportation safety issues with a focus on active transportation users and equity on roads in Fairfax County. The framework includes proposed education, policy, planning, programmatic and design strategies that can be implemented in a phased approach. Some of the strategies could be implemented as pilots; others require close coordination and support from stakeholder agencies, or will need one-time or recurring funding. Implementation will occur in a phased approach as staff capacity and resources allow.

Potential strategies are presented within the following framework:

- **Proposed Program Recommendations** – A list of potential strategies that would help advance active transportation safety in Fairfax County.
- **Stakeholders** – Key stakeholders that the Fairfax County Department of Transportation will need to coordinate with to implement the recommendation.
- **Implementation Cost** – Recommendations are assigned a likely implementation cost depending on complexity, construction needs and stakeholder buy-in.

The strategies are not presented in order of priority.

Key Stakeholders

BOS – Board of Supervisors
CTB – Commonwealth Transportation Board
DEI – Department of Economic Initiatives
DMB – Department of Management and Budget
DPD – Department of Planning and Development
DPWES – Department of Public Works and Environmental Services
CEX – Office of the County Executive
FCDOT – Department of Transportation
FCPA – Park Authority
FCPD – Police Department
FCPS – Public Schools
HD – Health Department
LDS – Land Development Services
NCS – Neighborhood Community Services
NPS – National Park Service
OPA – Office of Public Affairs
VDOT – Virginia Department of Transportation



Prioritizing Safety

Complete streets aim to prioritize safety for all users, regardless of mode of transportation, age, race, income, or ability. While the status quo accepts traffic deaths and injuries as inevitable, safe streets programs work towards eliminating traffic injuries and fatalities through a combination of engineering, education, policy, and planning. Reducing traffic-related deaths in Fairfax County will require a data-driven approach to project implementation and prioritization of investments.

Nationally, pedestrians and bicyclists are more likely to be involved in a traffic collision that results in a severe or fatal injury. Communities of color and low-income communities experience traffic crashes disproportionately.

In Fairfax county, during the five-year study period, from 2014 – 2018, there was an

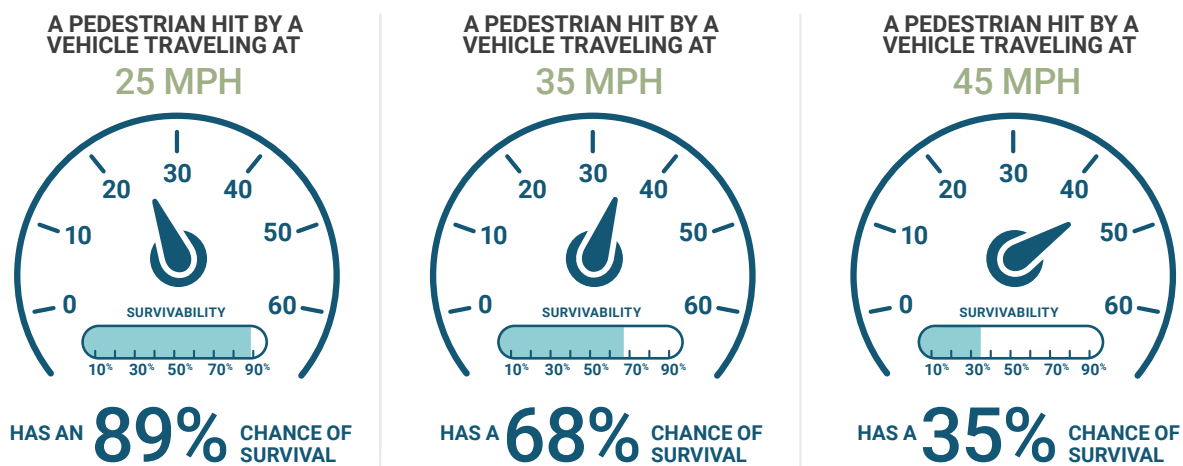


average of 189 pedestrian crashes and 68 cyclist crashes per year.

The maps on the following pages show the distribution of all pedestrian and bicycle crashes throughout Fairfax county, highlighting where clusters and fatal crashes occurred.

Speed is a factor in many of these instances. The one recorded fatal cyclist collision occurred on a road with a speed limit between 36 and 50 miles per hour. For pedestrian collisions, roadways with a speed limit of 25 miles per hour or lower had the lowest rate of fatal or severe crashes. This is consistent with findings that suggest that speed is one of the most significant determinates of severe and fatal collisions involving pedestrians. At 25 miles per hour, nearly nine in ten pedestrians will survive the collision. At 40 miles per hour, only 35% of pedestrians will survive.

Furthermore, the perception of safety by the public can be a significant barrier in encouraging



Tefft, B. C. Impact speed and a pedestrian's risk of severe injury or death. Accident Analysis & Prevention 50 (2013) 871-878.

active transportation. People who choose to drive might have otherwise walked or biked, but felt that the current infrastructure prioritizes people who travel in cars, and puts active transportation users at risk. Complete streets not only directly addresses unsafe street design, but can indirectly address traffic safety by reducing the number of motor vehicles on the road.

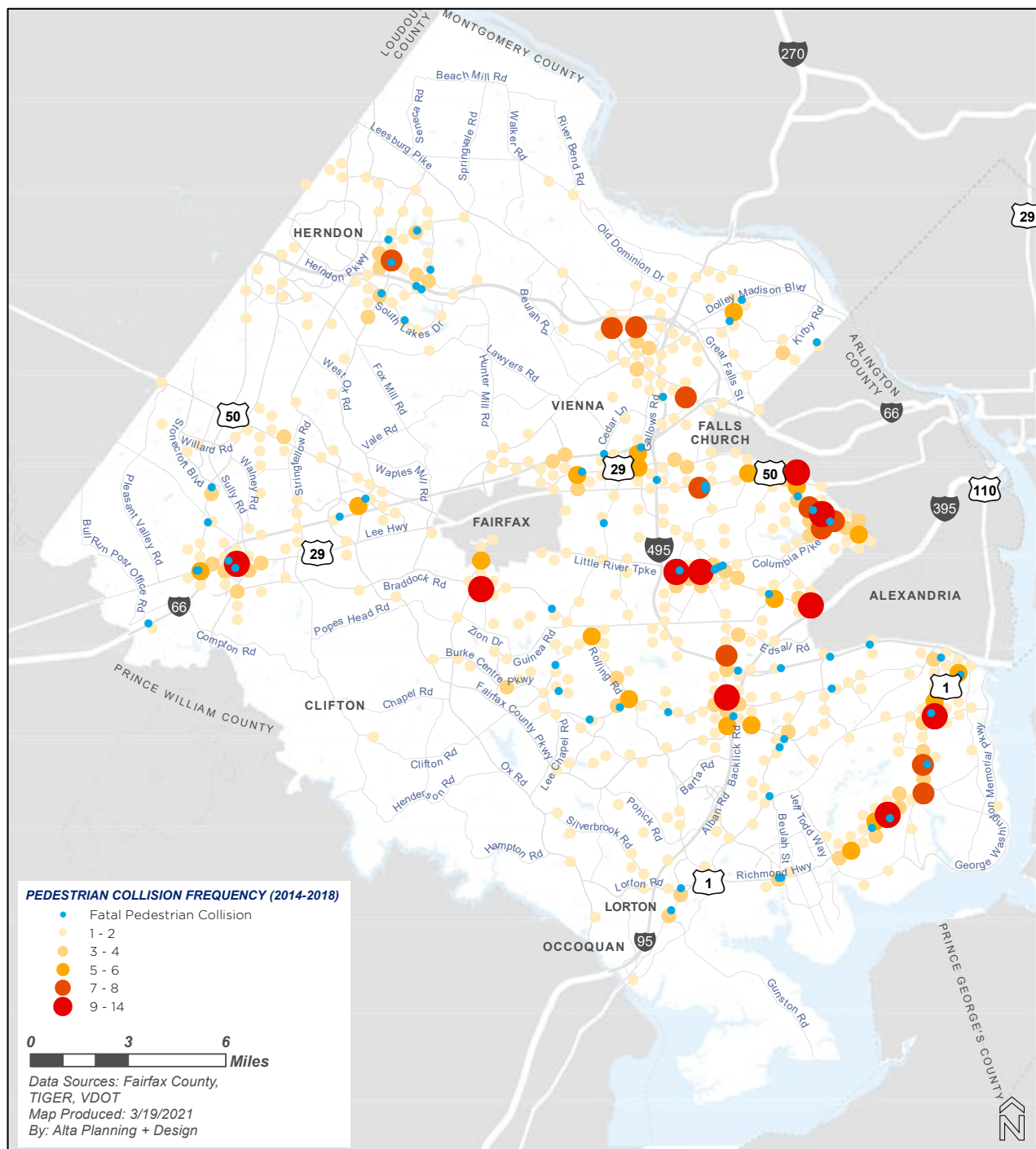


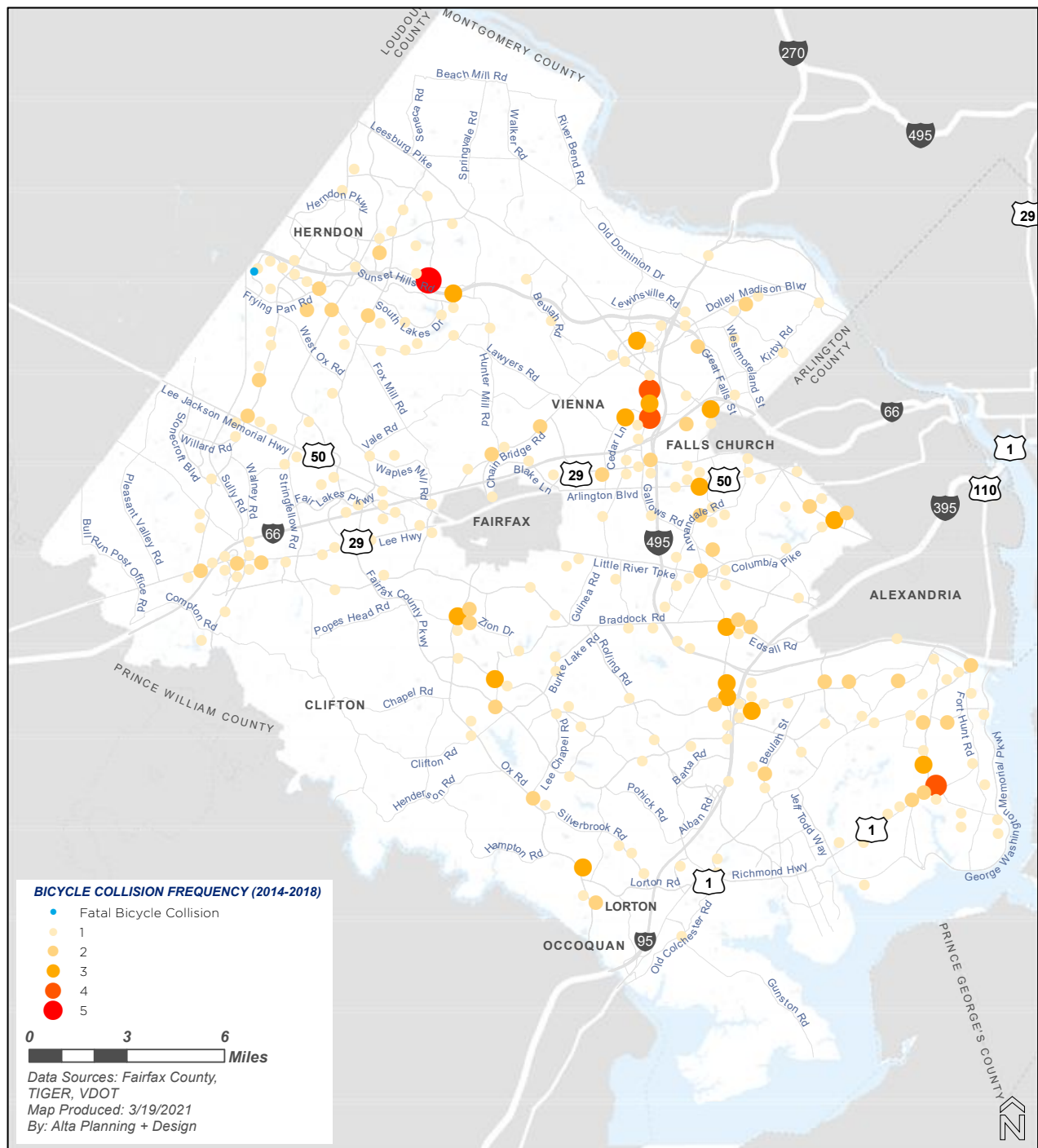
When asked to describe their experience using active transportation in Fairfax county, 27% of public survey respondents (265 of 999) stated that the current active transportation network feels unsafe.

The following comments are a sample of responses to the ActiveFairfax public survey that asked users to describe their experience walking, or riding a bike, scooter or another small vehicle in Fairfax County.

- I purposely chose my neighborhood because of its sidewalks. I can walk to the grocery stores, library, bus stops, church, etc.
- "I tried biking in my area, but I gave up because I don't feel that it's safe. Walking is fairly safe, but drivers seldom yield to pedestrians even when pedestrians are in the crosswalk and have the right of way."
- "It is frustrating and dangerous. Even with marked, dedicated bike lanes and sharrows vehicles do not yield/acknowledge bicycles. And I am not referring to just distracted drivers: at least six drivers in the past year have deliberately targeted me on my bicycle with harassment and physical threats."









Principles of a Safe Streets for All Approach

- Traffic deaths and serious injuries are avoidable and should not be accepted.
- Protecting human life is the highest priority.
- The people who design, build, and manage roads have a shared responsibility to prevent crashes that result in serious injury or death.
- All road users have a shared responsibility to prevent crashes that result in serious injury or death.
- Rather than waiting for crashes to occur and reacting, a proactive approach should be taken to make the transportation system safe for all users including pedestrians, cyclists, and people traveling in vehicles.
- A safe system means a system that is designed for all ages and abilities, including youth and elders, and individuals with physical, visual, or cognitive disabilities.
- Lack of safety should not be a trade-off for faster mobility. Pedestrians and cyclists are particularly vulnerable, and speed is a fundamental predictor of crash survival. Rather, the transportation system should be both safe and efficient for all users.



Funding + Staff Capacity Building

Proposed Program Recommendations	Stakeholders	Implementation Cost
Establishment of a Safe Streets for All program focused on the implementation of the proposed recommendations below.	FCDOT; BOS; CEX; DEI; VDOT	\$\$
Establishment of an interdisciplinary Task Force to provide oversight of the Safe Streets for All Program.	Various agencies and community organizations	\$
Creation of at least one staff position to run the Safe Streets for All Program and monitor performance. Grow staff capacity as needed.	FCDOT; BOS; DMB	\$\$
Allocation of adequate funding and maintenance of safety related equipment, marking and signage such as Rapid Flashing Beacons, Pedestrian Hybrid Beacons, crosswalk markings, Yield to Pedestrian signage, street and walkway lighting, etc.	FCDOT; VDOT; DPWES; BOS; DMB	\$\$
Requirement of every transportation-related project (studies, capital projects, comprehensive plan amendments; etc.) to include an active transportation expert on the consultant team.	FCDOT; VDOT	\$
Prioritization of maintenance and active transportation capital improvements along high-risk pedestrian and bicycle corridors and to provide access to major activity centers.	FCDOT; DPWES; BOS; VDOT	\$
Allocation of dedicated funding for the Safe Streets for All Program for implementation of pilot projects, studies and other safety-related non-capital efforts such as educational campaigns.	FCDOT; BOS	\$\$

Funding + Staff Capacity Building, cont'd.

Proposed Program Recommendations	Stakeholders	Implementation Cost
Development of a locally funded Safe Routes to School program in partnership with FCPS. Creation of at least one staff position to run the Safe Routes to School Program serving students K-12 and provision of dedicated funding for programming and studies. Scale up staff capacity as needed.	FCDOT; FCPS; BOS; NCS; HD; DMB	\$\$
Development of a Safe Routes to Parks, Trails and Community Services program in partnership with FCPA, NOVA Parks and NPS, NCS, and the HD.	FCDOT; FCPA; NOVA Parks; NPS; BOS; NCS; HD	\$\$
Determination of maintenance responsibility for all sidewalk and trail segments. Allocation of adequate funding, staffing and equipment to clear sidewalks, bikeways and transportation trails of hazards, debris and obstructions.	FCDOT; VDOT; BOS; DPWES; DMB ; FCPA; NOVA Parks; FCPD; General Assembly, CTB	\$\$
Allocation of adequate funding for sidewalks, bikeways and transportation trails for resurfacing, restriping and reconstruction.	FCDOT; BOS; DPWES; DMB; FCPA; NOVA Parks; NPS; VDOT; General Assembly, CTB	\$\$
Development of an inclusive Slow Streets Program to supplement the Traffic Calming Program and provide dedicated funding.	FCDOT; DMB; VDOT; BOS	\$\$
Allocation of adequate funding to expedite building out the active transportation network.	FCDOT; BOS; FCPA; NOVA Parks; NPS	\$\$\$



Policy + Planning

Proposed Program Recommendations	Stakeholders	Implementation Cost
Development of a Safe Streets for All Policy that prioritizes the protection of human life in the planning, design, and operation of Fairfax County's roadway network. Set short-, medium- and long-term targets.	FCDOT; VDOT; FCPD; HD; BOS; DPD; LDS	\$
Development of a comprehensive Complete Streets Policy to provide the transportation and land use connection.	FCDOT; VDOT; DPD; BOS; LDS	\$
Development of strategies that prioritize active transportation safety in planning and funding efforts using data, targets, and metrics.	FCDOT; VDOT; DPD; BOS	\$\$
Development of a policy that encourages public and private sector employers to provide safe and convenient access for active transportation users and transit riders to their main building entrance from the public street, sidewalk or trail, as well as secure bike parking.	FCDOT; DEI; Employers	\$
Identification of potential updates to the Comprehensive Plan Transportation Plan Map and the Transportation Policy Plan Transportation Element to reflect a Safe Streets for All approach.	FCDOT; VDOT; DPD; BOS	\$\$
Development of a walkway maintenance and snow/ice removal regulation, adopt a sidewalk, and a trail maintenance and snow/ice removal policy that directs property owners to keep sidewalks and trails along roads in front of their property free of debris, vegetation, snow and ice. Provide a needs-based waiver system for low-income residents and develop a plan to do the maintenance work at these locations.	FCDOT; VDOT; DPWES; NPS; OCA; BOS	\$\$
Development of a county-wide lighting plan based on equity, environmental and safety factors.	FCDOT; VDOT; DPWES; FCPA; NOVA Parks; NPS; BOS	\$\$

Policy + Planning , cont'd.

Proposed Program Recommendations	Stakeholders	Implementation Cost
Development of a policy that would reduce the speed limit on local streets in residential and business districts to 15 mph on the state-maintained network.	VDOT; FCDOT; BOS; General Assembly; CTB	\$
Completion of an active transportation safety audit within a mile of each public school and provide adequate funding for safety improvements, prioritizing high risk/high traffic areas.	FCDOT; FCPS; NCS; HD; DMB	\$\$\$
Completion of an active transportation safety audit within a mile of each public park, community service location, and high capacity transit route. Provide adequate funding for safety improvements, prioritizing high risk/high traffic areas.	FCDOT; FCPA; NOVA Parks; NPS; NCS; HD; DMB; VRE; WMATA	\$\$\$
Pursue revisions of Virginia state laws and policies related to multi-modal transportation safety including policies addressing topics such as distracted driving, 15mph speed limit, reduction of vehicle miles traveled, in-vehicle safety technology, and storage of snow/ice on walkway, bikeways and ramps.	FCDOT; VDOT; DPD; DEI; OCA; BOS; Advocates; General Assembly; CTB	\$
Development of a policy that would require new developments (rezoning and by-right) to provide adequate and safe access to their property for active transportation users, including improvements to the closest safe street crossing.	FCDOT; VDOT; LDS; DPD; DEI; General Assembly	\$



Street Design + Traffic Engineering

Proposed Program Recommendations	Stakeholders	Implementation Cost
Consistent application of design solutions that simplify and narrow intersections, reduce conflicts for all users, and prioritize the safety of active transportation users.	FCDOT; DPD; DEI; VDOT	\$
Consistent implementation of planned active transportation facilities and any streetscaping requirements including providing crosswalks on all four legs of an intersection. Ensure that streetscaping does not encroach on active transportation facilities.	FCDOT; VDOT; DPD; LDS; DEI; Development Community; BOS; FCPS; DPWES; FCPA; NOVA Parks; NPS	\$
Design of new active transportation facilities prioritizing safety, comfort and convenience for facility users, using a complete streets design approach (narrow medians, travel lanes and/or reduce number of travel/turn lanes before reducing the recommended widths of the planned active transportation facility).	FCDOT; DPD; VDOT; BOS	\$
Design of new and improved existing public facilities such as schools, parks and community services to prioritize safety, comfort and convenience for people accessing the facility using active transportation. If applicable, provide access from several directions.	FCDOT; DPWES; FCPS; FCPA; LDS; NCS; NOVA Parks; VDOT	\$
Implementation of technological innovations to address traffic safety issues.	FCDOT; VDOT; DEI	\$\$
Reduction of posted speed limits and operational vehicle speeds on roadways that provide direct access to residential, commercial, institutional, recreational, or civic land uses and transit stations, and along bus transit and high-risk corridors.	FCDOT; VDOT; General Assembly	\$\$
Development of a county-wide Complete Streets Design Guide that reflects best practices in Safe Streets for All design, context sensitive design (transportation-land use connection), active transportation facility design, and placemaking principles. Incorporation of guidance on how to implement the county-wide trail network in a variety of land use contexts and quick-build interim implementation strategies.	FCDOT; VDOT; DPD; DEI; HD	\$\$

Street Design + Traffic Engineering , cont'd.

Proposed Program Recommendations	Stakeholders	Implementation Cost
Review of bus stop locations to ensure that they can be safely accessed from both sides of the street. Relocation of bus stops as needed and construction of sidewalks or trails to bus stops from surrounding neighborhoods. Implementation of amenity improvements such as lighting, shelters, benches, trash cans, and bike racks to high ridership bus stops.	FCDOT; VDOT; WMATA	\$\$\$
Identification of a pilot high-risk corridor to implement a safety study that analyzes crashes, engages stakeholders and residents, identifies appropriate countermeasures and implements quick-build strategies. This pilot will serve as a guide to refine the project delivery process and test the durability of quick-build solutions.	FCDOT; VDOT; DPD; DEI ; NCS	\$\$
Design of new roads with design speeds not to exceed the target operational speeds, which should be informed by the land use context, potential left turn conflicts and pedestrian activity in the area.	FCDOT; VDOT	\$
Application of design techniques to control speeds on collectors and arterials, prioritizing high-risk corridors, residential areas and commercial areas.	FCDOT; VDOT	\$\$\$
Review of VDOT Road Design Manual for opportunities to improve design standards to better meet active transportation needs and Safe Streets for All principles, and work with VDOT to make updates as needed.	FCDOT; VDOT	\$\$
Establishment of grade separated or signalized crossings for trails at uncontrolled interchange ramps.	FCDOT; VDOT	\$\$\$



Equity + Social Justice

Proposed Program Recommendations	Stakeholders	Implementation Cost
Collection of race, ethnicity, and disability data of pedestrian and bicycle crash victims and analyze data for disparities.	FCDOT; FCPD; DMV	\$\$
Prioritization of maintenance and capital improvements in high need areas in close partnership with the affected community, especially the most at-risk populations.	FCDOT; VDOT; FCPS; FCPA; NOVA Parks; NCS; HD; DPWES	\$
Prioritization of engagement of people experiencing vulnerabilities and groups disproportionately impacted by bicycle and pedestrian crashes in community engagement efforts, including studies and capital projects. Development of measures to assess impact.	FCDOT; VDOT; FCPS; NCS; HD	\$\$
Creation of walk and bicycle audits in partnership with communities, especially the most at-risk populations, to determine community-identified safety concerns and develop solutions. Allocation of adequate funding to implement recommendations.	FCDOT; VDOT; FCPS; NCS; HD; FCPA ; FCPD	\$\$

Education + Traffic Safety Culture

Proposed Program Recommendations	Stakeholders	Implementation Cost
Development and implementation of a communications strategy for the Safe Streets for All program.	FCDOT	\$
Provision of staff training on planning and design approach to Safe Streets for All best practices, including active transportation accommodations through work zones.	FCDOT; VDOT; LDS; DPWES	\$
Creation of regular and targeted campaigns in multiple languages using culturally appropriate strategies to educate the public about traffic safety and safe travel behaviors, especially as related to the highest collision factors.	FCDOT; WMATA; COG; FCPS; NCS; FCPA; NPS; NOVA Parks; OPA; HD; FCPD; VDOT	\$\$
Encouragement of private and public sector employers to provide road safety education to all employees.	FCDOT; Employers	\$
Creation of multi-modal traffic safety education to students K-12 (as part of the curriculum or through special events).	FCDOT; FCPS; Private Schools	\$\$
Creation of multi-modal traffic safety education to adults through subsidized classes. Evaluation multi-modal safety education in Drivers Ed courses and Driving Schools, providing additional guidance if necessary, and monitoring implementation.	FCDOT; FCPA; NCS; DMV; Community Partners	\$\$
Creation of a web page on the Fairfax County website that serves as an interactive "clearinghouse" for road safety information.	FCDOT; OPA	\$
Creation of engaging public outreach experiences, through temporary street and intersection redesigns that develop community awareness of the benefits of road safety interventions.	FCDOT; Community Groups; FCPS; VDOT; DPD	\$\$
Implementation of speed feedback signage at high collision locations, along high-risk corridors, and in school zones.	FCDOT; VDOT; FCPD	\$



Monitoring + Evaluation

Proposed Program Recommendations	Stakeholders	Implementation Cost
Identification of multi-modal road safety performance measures and set short, medium and long term targets.	FCDOT; VDOT; FCPD	\$
Identification of the most common factors (i.e. alcohol, time of day, speeding, turning, distracted drivers, land use, type of available infrastructure, etc.) related to pedestrian, bicycle, and vehicular crashes and the most affected populations (i.e. age, race, etc.)	FCDOT; FCPD; VDOT; HD	\$
Collection and review of multi-modal near-miss and minor crash data to identify potential crash locations.	FCDOT; Community Organizations	\$
Establishment of an interactive web map to systematically collect transportation safety concerns from residents. Consider a corresponding hot line.	FCDOT; FCPA; NOVA Parks; NPS; NCS; HD; DIT	\$
Development of active transportation performance measures that are appropriate for the county and also for specific projects (safety, comfort, convenience).	FCDOT; HD; DPD;	\$
An Annual Safe Streets for All Report Card.	FCDOT	\$
Installation of additional permanent automated counters at key locations to track active transportation facility usage over time.	FCDOT; VDOT	\$
Establishment of manual or automated spot counts of active transportation users at a defined set of locations to identify and track gender gaps over time.	FCDOT	\$
Take advantage of technological innovations such as AI cameras or private vehicle sensors to analyze traffic safety or maintenance issues and monitor effectiveness of countermeasures after implementation.	FCDOT; VDOT	\$\$
Evaluation of the effectiveness of transportation safety improvements before and after implementation.	FCDOT; VDOT; FCPD; DPWES; HD ; FCPD	\$



February 2022

Fairfax County Department of Transportation (FCDOT) ensures nondiscrimination in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act (ADA). To request this information in an alternate format, contact FCDOT at 703-877-5600, TTY 711.

**List of Recommended Projects for
2023 Safe Streets and Roads for All (SS4A) Submission**

Location	Magisterial District
Glen Carlyn Drive at Vista Drive	Mason
Seminary Road at Gorham Street	Mason
3440 South Jefferson Street	Mason
3499 South Jefferson Street	Mason
Leesburg Pike at (or west of) Magnolia Avenue	Mason
Leesburg Pike at Nevius Street	Mason
Leesburg Pike NB to Columbia Pike WB ramp	Mason
Leesburg Pike NB to Columbia Pike EB ramp	Mason
Leesburg Pike SB to Columbia Pike EB ramp	Mason
Leesburg Pike SB to Columbia Pike WB ramp	Mason
Columbia Pike at Seminary Road/Leesburg Pike SB ramps	Mason
Columbia Pike at Tyler Street	Mason
Leesburg Pike at Culmore Court	Mason
Leesburg Pike Service Drive, west of Nevius Street	Mason
Leesburg Pike at South George Mason Drive	Mason
Leesburg Pike east of Payne Street	Mason
Leesburg Pike east of Seminary Road	Mason
<i>Mason Subtotal</i>	<i>\$ 13,500,000</i>
Hanover Avenue at Monticello Boulevard	Franconia
7246 Commerce Street	Franconia
Commerce Street at Richard Byrd Library	Franconia
Backlick Road and Bland Street	Franconia
Backlick Road and Springfield Boulevard	Franconia
Commerce Street from Amherst Avenue to Old Keene Mill Road	Franconia
<i>Franconia Subtotal</i>	<i>\$ 4,500,000</i>
Implementation Grant Request Subtotal	\$ 18,000,000
Policy Plan Support	Countywide
Slow Streets Demonstration	Franconia
Complete Streets Guide	Countywide
Supplemental Planning & Demonstration Grant Subtotal	\$ 2,000,000
Total SS4A Request (including required Local Cash Match)	\$ 20,000,000

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, June 27, 2023, at which meeting a quorum was present and voting, the following resolution was adopted:

PROJECT ENDORSEMENT RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, hereby endorses and approves a submission to the United States Department of Transportation's FY 2023 Safe Streets and Roads for All (SS4A) Discretionary Grant Program for \$20,000,000 in funding for the Active Transportation Safe Streets for All projects.

ADOPTED this 27th day of June, 2023, Fairfax, Virginia.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



JEFFREY C. MCKAY
CHAIRMAN

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX
BOARD OF SUPERVISORS
FAIRFAX, VIRGINIA 22035

ATTACHMENT 4
Suite 530
12000 GOVERNMENT CENTER PARKWAY
FAIRFAX, VIRGINIA 22035-0071
TELEPHONE 703- 324-2321
FAX 703- 324-3955
chairman@fairfaxcounty.gov

June 28, 2023

The Honorable Pete Buttigieg
U.S. Secretary of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Reference: City of Fairfax, Virginia, FY2023 Safe Streets and Roads for All Planning and
Demonstration Grant Application

Dear Secretary Buttigieg:

I am writing to share Fairfax County's support for, and commitment to ongoing coordination with, the City of Fairfax on their proposed application for funding to complete a Safety Action Plan and corresponding supplemental planning activities under the United States Department of Transportation's Safe Streets and Roads for All (SS4A) program. The Fairfax County Board of Supervisors authorized me to provide a letter of support on June 27, 2023.

In January of 2021, Fairfax County completed a Master Plan Study for 48-acres of land known as the Fairfax County Judicial Complex (Judicial Complex). The Master Plan Study lays out a 20-year plan to redevelop the Judicial Complex to allow for efficient use of County land, provide opportunities for expanded uses, enhance open space, and create more functional transportation and pedestrian pathways. The Judicial Complex is jurisdictionally within Fairfax County but is surrounded by the City of Fairfax. Therefore, close coordination between the County and City is required to address transportation-related issues.

The intent of the City's Safety Action Plan is to address congestion and safety; identify the causes of, and solutions for, automobile crashes that occur in the City; support improved travel safety and reliability for the 280,000 daily auto and transit trips that travel to, from, and through the City; and contribute to a safer travel network for all roadway users, including bicyclists and pedestrians.

The City has also committed to a supplemental planning activity of studying and developing recommended infrastructure solutions in the City's Old Town Activity Center to facilitate safer and more efficient multimodal travel through their Old Town grid network of streets. The County's Judicial Complex is located near this Activity Center, and this specific planning activity will align with and enhance our efforts to redevelop the Judicial Complex in accordance with the completed Master Plan and create improved connections between the Judicial Complex and surrounding areas. As such, it is our intent to coordinate both efforts as they move forward.

The Honorable Pete Buttigieg

June 28, 2023

Page Two

I would like to specify that while the City of Fairfax is geographically situated in the center of Fairfax County, the City is an independent locality. Additionally, this application is separate from the County's own SS4A application package, which contains Implementation projects in two separate areas of the County, as well as countywide Planning projects. The County and City applications are distinct and do not overlap.

Thank you for your consideration of the City of Fairfax's application. I ask that you give this proposal appropriate consideration. If you need any clarification or further information, please call me at (703) 324-2321 or Noelle Dominguez, with the Fairfax County Department of Transportation, at (703) 877-5665.

Sincerely,

Jeffrey C. McKay
Chairman

cc: Members, Fairfax County Board of Supervisors

Bryan J. Hill, County Executive

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

Noelle Dominguez, Coordination and Funding Division Chief, FCDOT

Wendy Block Sanford, Transportation Director, City of Fairfax

ADMINISTRATIVE - 6

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Gateshead Road (Mount Vernon District)

ISSUE:

Board endorsement of Traffic Calming measures as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends that the Board approve a resolution (Attachment I) endorsing a traffic calming plan for Gateshead Road (Attachment II) consisting of the following:

- Four speed humps on Gateshead Road (Mount Vernon District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved traffic calming measure(s) as soon as possible.

TIMING:

Board action is requested on June 27, 2023, to allow the proposed measure(s) to be installed as soon as possible.

BACKGROUND:

As part of RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners or civic association. Traffic calming employs the use of physical devices such as speed humps, speed tables, raised pedestrian crosswalks, chokers, or median islands to reduce the speed of traffic on a residential street. Staff performs engineering studies documenting the attainment of qualifying criteria. Staff works with the local Supervisor's office and community to determine the viability of the requested traffic calming measure to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff, that plan is then submitted for approval to the residents within the ballot area in the adjacent community.

On May 15, 2023, FCDOT received verification from the Mount Vernon Supervisor's office confirming community support for the Gateshead Road traffic calming plan.

Board Agenda Item
June 27, 2023

FISCAL IMPACT:

Funding in the amount of \$49,000 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-000, Traffic Calming Program, Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Resolution for Gateshead Road
Attachment II: Traffic Calming Plan for Gateshead Road

STAFF:

Rachel Flynn, Deputy County Executive
Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT
Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
TRAFFIC CALMING MEASURES
GATESHEAD ROAD
MOUNT VERNON DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, June 27, 2023, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the residents in the vicinity of Gateshead Road have requested the Mount Vernon District Supervisor's Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Gateshead Road; and

WHEREAS, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Gateshead Road indicates that all basic traffic calming criteria are met pertaining to functional classification of the roadway, identification of a significant speeding concern, and proof of community support; and

WHEREAS, the proposed Traffic Calming Plan was properly presented to the community in the affected survey area for their review and consideration; and

WHEREAS, the Traffic Calming Plan was subsequently approved by the occupied residences within the appropriate surveyed area; and

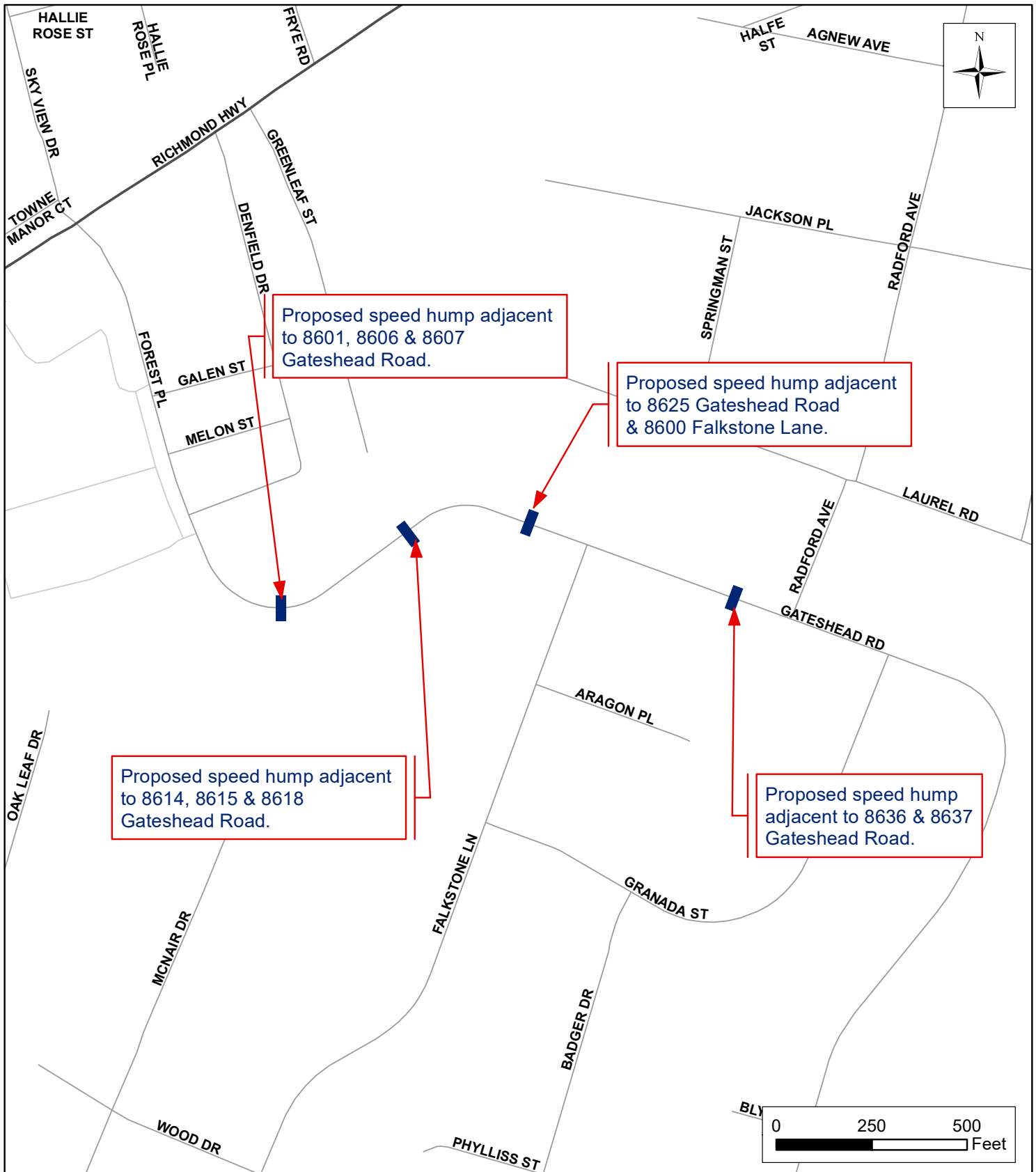
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors endorses the proposed Traffic Calming Plan and requests that the Virginia Department of Transportation review and approve the feasibility of implementing traffic calming measures on Gateshead Road as part of FCDOT's Residential Traffic Administration Program.

ADOPTED this 27th day of June, 2023.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map:101-3, 110-1

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Gateshead Road
Mount Vernon District**

May 2023



ADMINISTRATIVE - 7

Authorization to Advertise a Public Hearing on a Proposal to Prohibit Through Truck Traffic on Lorton Market Street and Gunston Cove Road (Mount Vernon District)

ISSUE:

Board authorization to advertise a public hearing, to be held on Tuesday, July 25, 2023, at 4:30 p.m., for the purpose of endorsing the following road(s) to be included in the Residential Traffic Administration Program (RTAP) for a through truck traffic restriction:

- Lorton Market Street and Gunston Cove Road between Lorton Road and Richmond Highway (Route 1)

RECOMMENDATION:

The County Executive recommends the Board authorize advertisement of a public hearing for the purpose of endorsing Lorton Market Street and Gunston Cove Road, between Lorton Road and Richmond Highway (Route 1), to be included in the RTAP for a through truck traffic restriction.

TIMING:

The Board should take action on June 27, 2023, to provide sufficient time for advertisement of the proposed public hearing scheduled for July 25, 2023, at 4:30 p.m.

BACKGROUND:

On April 20, 2023, the Mount Vernon District Supervisor's Office requested that staff work with the Virginia Department of Transportation (VDOT) to implement a through truck traffic restriction on Lorton Market Street and Gunston Cove Road between Lorton Road and Richmond Highway (Route 1). The request stemmed from safety concerns of residents in the area related to increased truck traffic utilizing these roadway segments as a shortcut between Lorton Road and Richmond Highway (Route 1). A possible alternate route has been identified (Attachment I) that would start at Lorton Market Street and Lorton Road, travel along Lorton Road to the intersection of Lorton Road and Richmond Highway (Route 1), then continue on Richmond Highway (Route 1) to the intersection of Richmond Highway (Route 1) and Gunston Cove Road.

Section 46.2-809 of the *Code of Virginia* requires a local jurisdiction to hold a duly advertised public hearing on any proposal to restrict through truck traffic on a primary or

Board Agenda Item
June 27, 2023

secondary road. Further, a resolution pertaining to prohibiting through truck traffic on a portion of this road (Attachment II) has been prepared for adoption and transmittal to VDOT, which will conduct the formal engineering study of the restriction request.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Area Map of Proposed Through Truck Traffic Restriction

Attachment II: Proposed Resolution to Restrict Through Truck Traffic on Lorton Market Street and Gunston Cove Road

STAFF:

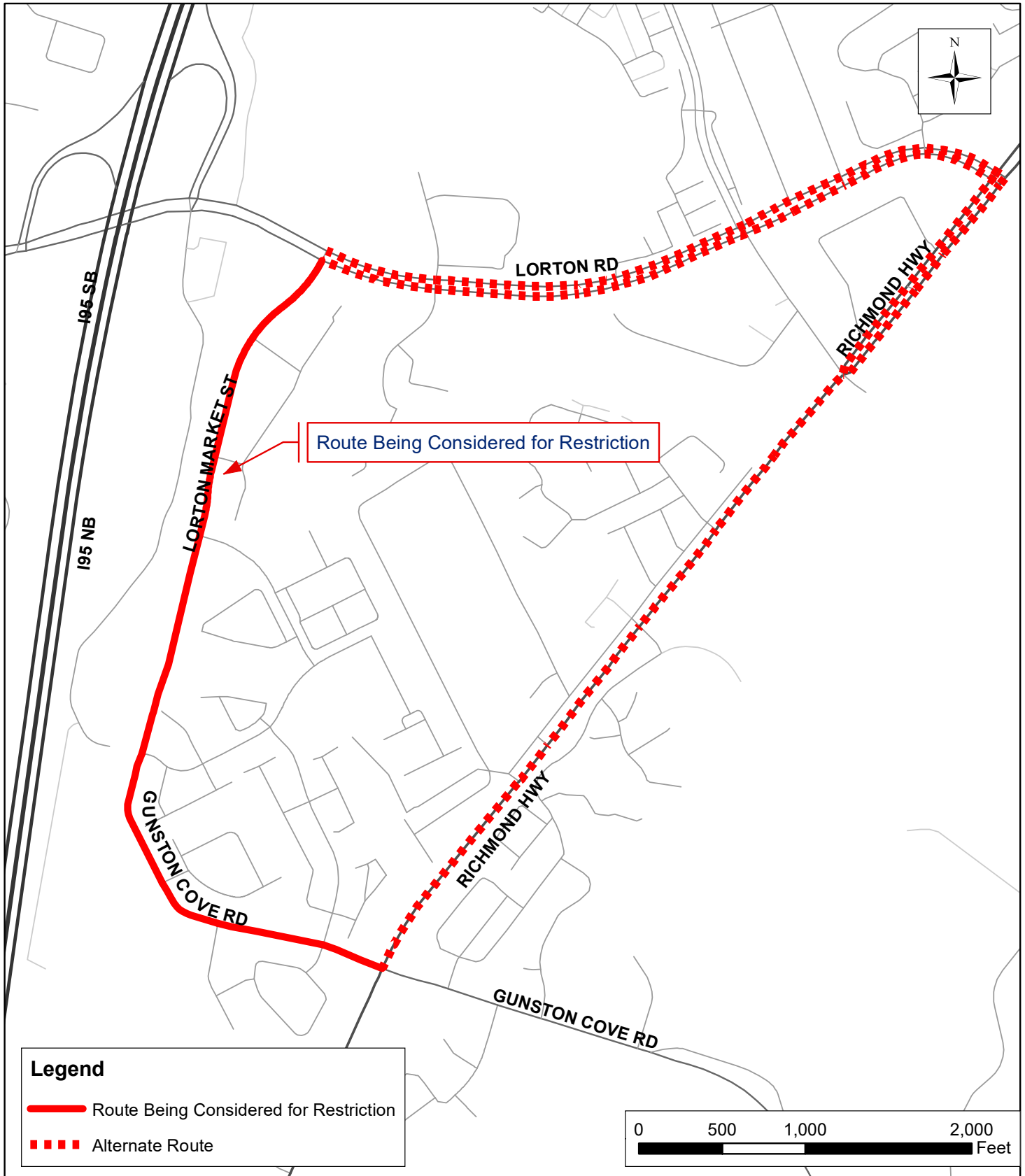
Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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



Tax Map: 107-2, 107-4, 108-1,
108-3, 113-2, 114-1

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Through Truck Restriction Map
Lorton Market Street & Gunston Cove Road
Mount Vernon District**

May 2023



RESOLUTION

**FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
THROUGH TRUCK TRAFFIC RESTRICTION
LORTON MARKET STREET AND GUNSTON COVE ROAD
MOUNT VERNON DISTRICT**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, July 25, 2023, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, the residents who live along Lorton Market Street and Gunston Cove Road, between Lorton Road and Richmond Highway (Route 1), have expressed concerns regarding the negative impacts associated with through truck traffic on this road; and

WHEREAS, a reasonable alternate route has been identified for Lorton Market Street and Gunston Cove Road starting at Lorton Market Street and Lorton Road, traveling along Lorton Road to the intersection of Lorton Road and Richmond Highway (Route 1), continuing on Richmond Highway (Route 1) to the intersection of Richmond Highway (Route 1) and Gunston Cove Road; and

WHEREAS, it is the intent of the Fairfax County Board of Supervisors to ensure that the proposed through truck restriction be enforced by the Fairfax County Police Department; and

WHEREAS, a public hearing was held pursuant to Section 46.2-809 of the *Code of Virginia*;

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, has determined that in order to promote the health, safety, and general welfare of the citizens of Fairfax County, it is beneficial to prohibit through truck traffic on Lorton Market Street and Gunston Cove Road, between Lorton Road and Richmond Highway (Route 1), as part of the County's Residential Traffic Administration Program (RTAP).

FURTHER BE IT RESOLVED, that the Commonwealth Transportation Board is hereby formally requested to take necessary steps to enact this prohibition.

ADOPTED this 25th day of July, 2023.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ADMINISTRATIVE - 8

Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Pender Drive (Springfield District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on Pender Drive in the Springfield District.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for July 25, 2023, at 4:30 p.m., to consider an amendment to Appendix R of the Fairfax County Code (Attachment I). This amendment will prohibit commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), and any trailer or semitrailer, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a), from parking on Pender Drive from Waples Mill Road to the cul-de-sac, inclusive, twenty-four hours per day, seven days a week.

TIMING:

The Board of Supervisors should take action on June 27, 2023, to provide sufficient time for advertisement of the public hearing on July 25, 2023, at 4:30 p.m.

BACKGROUND:

Fairfax County Code Section 82-5-37(5) authorizes the Board of Supervisors to designate restricted parking in non-residential areas where long term parking of vehicles diminishes the capacity of on-street parking for other uses.

The owners of commercial and industrial parcels along Pender Drive contacted the Springfield District office seeking assistance to restrict commercial vehicles, recreational vehicles, and trailers from parking along the full length of the referenced street.

Pender Drive has been reviewed multiple times by FCDOT staff over a period of 30 days. Staff has verified that long-term parking of commercial vehicles is occurring, thereby diminishing the capacity of on-street parking for other uses. Staff recommends a parking restriction for all commercial vehicles, recreational vehicles, and trailers along Pender Drive from Waples Mill Road to the cul-de-sac, inclusive, twenty-four hours per day, seven days a week.

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June 27, 2023

FISCAL IMPACT:

Funding in the amount of approximately \$1,100 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendment to the Fairfax County Code, Appendix R (General Parking Restrictions)

Attachment II: Area Map of Proposed Parking Restriction

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

Lisa Witt, Chief, Administrative Services, 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

ASSIGNED COUNSEL:

Patrick Foltz, Assistant County Attorney

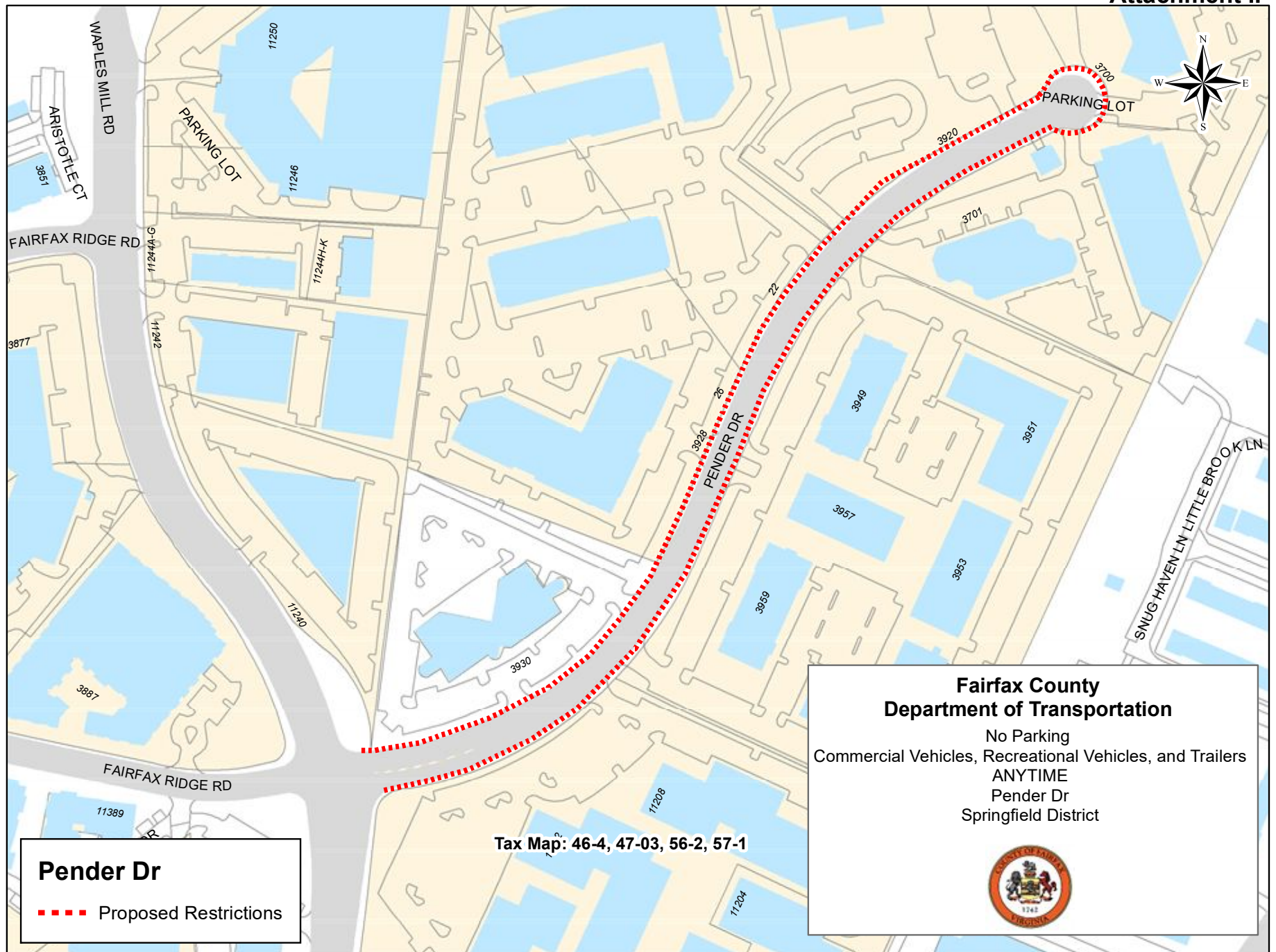
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

Amend *The Code of the County of Fairfax, Virginia*, by adding the following to Appendix R, in accordance with Section 82-5-37:

Pender Drive (Route 5975)

Commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), and any trailer or semitrailer, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a), are restricted from parking on Pender Drive from Waples Mill Road to the cul-de-sac, inclusive, twenty-four hours per day, seven days a week.



ADMINISTRATIVE - 9

Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Boone Boulevard (Providence District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on Boone Boulevard in the Providence District.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for July 25, 2023, at 4:00 p.m., to consider an amendment to Appendix R of the Fairfax County Code (Attachment I). This amendment will prohibit commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), and any trailer or semitrailer, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a), from parking on the north side of Boone Boulevard, from Howard Avenue to the southeastern property line of 8230 Boone Boulevard, twenty-four hours per day, seven days a week.

TIMING:

The Board of Supervisors should take action on June 27, 2023, to provide sufficient time for advertisement of the public hearing on July 25, 2023, at 4:00 p.m.

BACKGROUND:

Fairfax County Code Section 82-5-37(5) authorizes the Board of Supervisors to designate restricted parking in non-residential areas where long term parking of vehicles diminishes the capacity of on-street parking for other uses.

The owner of the commercial parcels located at 8230 and 8246 Boone Boulevard contacted the Providence District office seeking assistance to restrict commercial vehicles, recreational vehicles, and trailers from parking on the unrestricted block of Boone Boulevard along their properties.

This block of Boone Boulevard was studied multiple times over a 30-day period and staff found that long-term parking of commercial vehicles is occurring, thereby diminishing the capacity of on-street parking for other uses. Staff recommends a

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June 27, 2023

parking restriction for all commercial vehicles, recreational vehicles, and trailers along the north side of Boone Boulevard, from Howard Avenue to the southeastern property line of 8230 Boone Boulevard, twenty-four hours per day, seven days a week.

FISCAL IMPACT:

Funding in the amount of approximately \$700 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendment to the Fairfax County Code, Appendix R (General Parking Restrictions)

Attachment II: Area Map of Proposed Parking Restriction

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

Lisa Witt, Chief, Administrative Services, 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

ASSIGNED COUNSEL:

Patrick Foltz, Assistant County Attorney

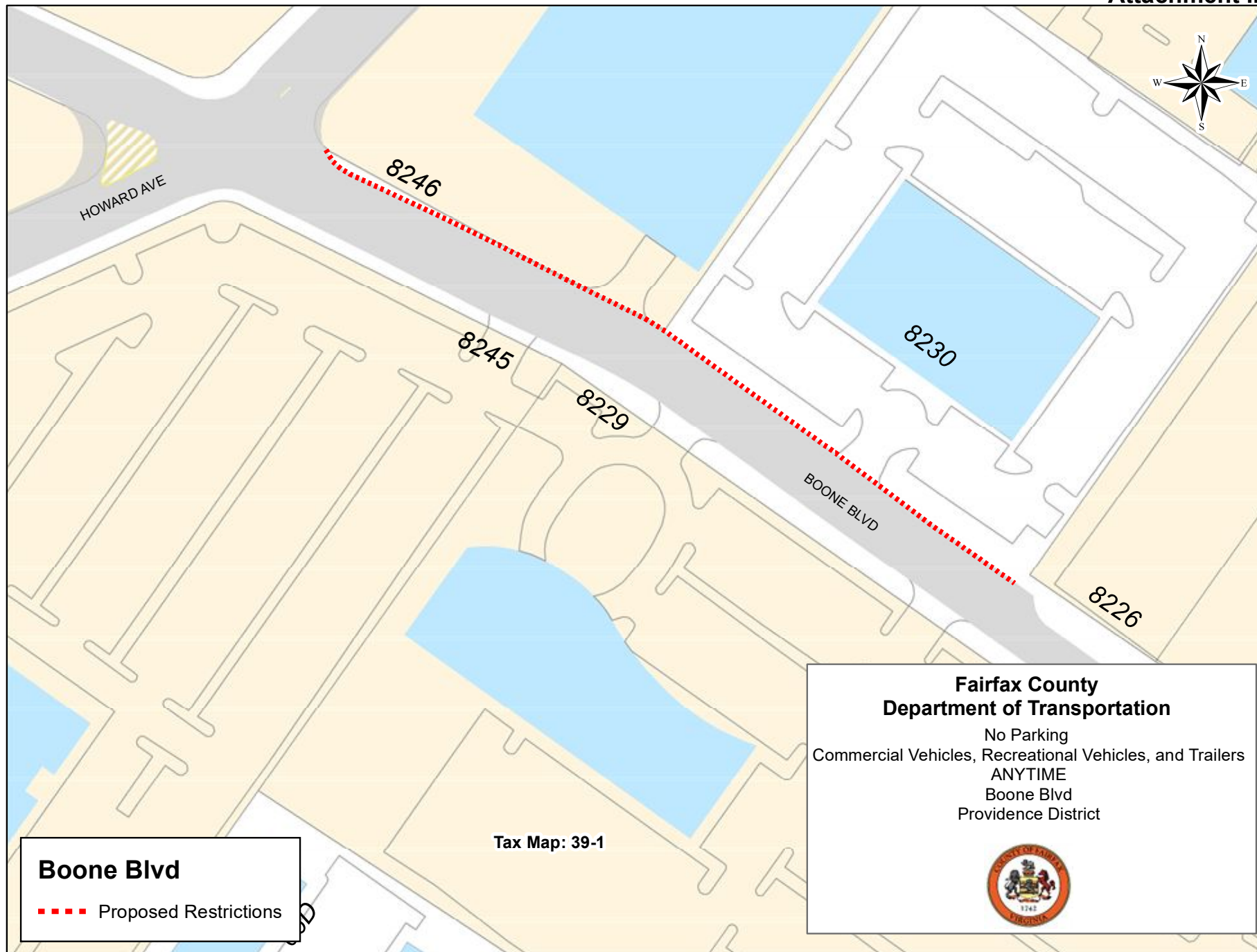
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

Amend *The Code of the County of Fairfax, Virginia*, by adding the following to Appendix R, in accordance with Section 82-5-37:

Boone Boulevard (Route 786)

Commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), and any trailer or semitrailer, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a), are restricted from parking on the north side of Boone Boulevard, from Howard Avenue to the southeastern property line of 8230 Boone Boulevard, twenty-four hours per day, seven days a week.



ADMINISTRATIVE -10

Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Boston Boulevard, Corporate Court, and Research Way (Mount Vernon District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on Boston Boulevard, Corporate Court, and Research Way in the Mount Vernon District.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for July 25, 2023, at 4:00 p.m., to consider an amendment to Appendix R of the Fairfax County Code (Attachment I). This amendment will prohibit commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), and any trailer or semitrailer, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a), from parking on the following roadway segments between 9 a.m. and 5 p.m., Monday through Friday:

- Boston Boulevard, from Fullerton Road to the cul-de-sac, inclusive
- Corporate Court, from Boston Boulevard to the cul-de-sac, inclusive
- Research Way, from Boston Boulevard to the cul-de-sac, inclusive

TIMING:

The Board of Supervisors should take action on June 27, 2023, to provide sufficient time for advertisement of the public hearing on July 25, 2023, at 4:00 p.m.

BACKGROUND:

Fairfax County Code Section 82-5-37(5) authorizes the Board of Supervisors to designate restricted parking in non-residential areas where long term parking of vehicles diminishes the capacity of on-street parking for other uses.

The owners of industrial parcels along Boston Boulevard, Corporate Court, and Research Way contacted the Mount Vernon District office seeking assistance to restrict commercial vehicles, recreational vehicles, and trailers from parking on the full length of the referenced streets.

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Boston Boulevard, Corporate Court, and Research Way have been reviewed multiple times by FCDOT staff over a period of 30 days. Staff has verified that long-term parking of commercial vehicles is occurring, thereby diminishing the capacity of on-street parking for other uses. Staff recommends a parking restriction for all commercial vehicles, recreational vehicles, and trailers along Boston Boulevard, from Fullerton Road to the cul-de-sac, inclusive; Corporate Court, from Boston Boulevard to the cul-de-sac, inclusive; and Research Way, from Boston Boulevard to the cul-de-sac, inclusive; between 9 a.m. and 5 p.m., Monday through Friday.

FISCAL IMPACT:

Funding in the amount of approximately \$1,200 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendment to the Fairfax County Code, Appendix R (General Parking Restrictions)

Attachment II: Area Map of Proposed Parking Restriction

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

Lisa Witt, Chief, Administrative Services, 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

ASSIGNED COUNSEL:

Patrick Foltz, Assistant County Attorney

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

Amend *The Code of the County of Fairfax, Virginia*, by adding the following to Appendix R, in accordance with Section 82-5-37:

Boston Boulevard (Route 6800)

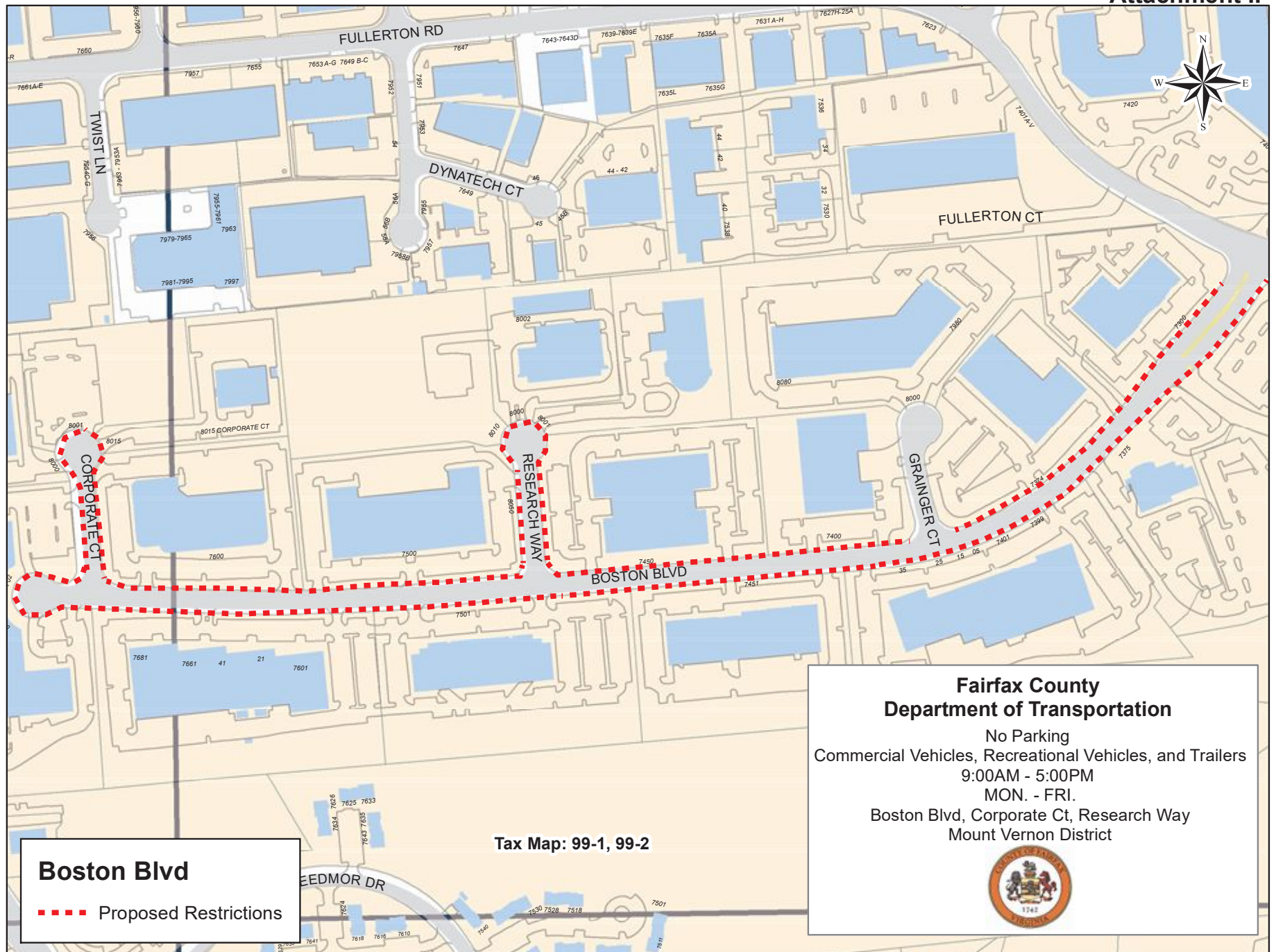
Commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), or any other trailer or semitrailer, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a), are restricted from parking on Boston Boulevard, from Fullerton Road to the cul-de-sac, inclusive, from 9 a.m. to 5 p.m., Monday through Friday.

Corporate Court (Route 7317)

Commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), or any other trailer or semitrailer, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a), are restricted from parking on Corporate Court, from Boston Boulevard to the cul-de-sac, inclusive, from 9 a.m. to 5 p.m., Monday through Friday.

Research Way (Route 7316)

Commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), or any other trailer or semitrailer, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a), are restricted from parking on Research Way, from Boston Boulevard to the cul-de-sac, inclusive, from 9 a.m. to 5 p.m., Monday through Friday.



ADMINISTRATIVE - 11

Authorization to Advertise a Public Hearing to Convey Board-Owned Property on Columbia Pike to the Fairfax County Redevelopment and Housing Authority (Mason District)

ISSUE:

Authorization of the Board of Supervisors to advertise a public hearing regarding the conveyance of Board-owned property located at 5827 Columbia Pike to the Fairfax County Redevelopment and Housing Authority (FCRHA).

RECOMMENDATION:

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

TIMING

Board action is requested on June 27, 2023, to provide sufficient time to advertise the proposed public hearing on July 25, 2023, at 3:00 p.m.

BACKGROUND:

The Board of Supervisors is the owner of an approximately three-acre parcel of land located near the intersection of Columbia Pike and Leesburg Pike and identified as Tax Map No. 0612 01 0113E (the Property). The Property is currently vacant except for a small portion of the area next to Columbia Pike which has been temporarily repurposed as Crossroads Interim Park. The Fairfax County Park Authority is the lead agency in charge of maintaining the park amenities, which include a plaza, outdoor seating and sail shades.

Situated directly to the southwest of the Property is the future site of the Alta Crossing redevelopment project, a five-story, 361-unit apartment complex that is currently under construction and is scheduled to be completed in 2025. Twelve percent of the units at Alta Crossing will be affordable dwelling units made available to households with incomes ranging between 70 and 120 percent of the area median income.

To leverage the vacant Property to expand the County's own affordable housing portfolio, the FCRHA is evaluating measures to partner with a private developer pursuant to the terms of the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA), or through other development means, to build a multi-unit structure on the Property. The creation of a new housing development for individuals with low to moderate incomes (the Project) as well as the construction of a potential onsite childcare center may require an amendment to the Comprehensive Plan and a rezoning of the site to allow for multifamily residential development at the site. A portion of the

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Property will also be dedicated as right-of-way for the extension of Seminary Road.

If a rezoning and/or Comprehensive Plan Amendment are required for the Project, the entitlement applications will be evaluated by County staff and reviewed at public hearings by both the Planning Commission and the Board. The public will be afforded several opportunities as part of the PPEA process to comment on the design of the Project and its possible impacts on the surrounding communities. Crossroads Interim Park will remain in place until the Project has received all zoning and site approvals and the developer is ready to proceed with construction.

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

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

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map

STAFF:
Ellicia L. Seard-McCormick, Deputy County Executive
Christopher A. Leonard, Deputy County Executive
Jai Cole, Executive Director, Fairfax County Park Authority
Thomas E. Fleetwood, Director, Housing and Community Development (HCD)
Anna Shapiro, Deputy Director, Real Estate Finance and Development, HCD
Mark Buenavista, Division Director, Design, Development, and Construction, HCD
José A. Comayagua, Director, Facilities Management Department (FMD)
Mike Lambert, Assistant Director, Facilities Management Department

ASSIGNED COUNSEL:
Susan Timoner, Assistant County Attorney
F. Hayden Coddington, Assistant County Attorney

ATTACHMENT 1



ADMINISTRATIVE – 12

Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the Department of Criminal Justice Services, FY 2023 Project Safe Neighborhoods Grant Program

ISSUE:

Board of Supervisors authorization is requested for the Fairfax County Police Department (FCPD) to apply for and accept grant funding, if received, from the Virginia Department of Criminal Justice Services (DCJS) FY 2023 Project Safe Neighborhoods Grant Program in the amount of \$241,500. The funds will be used to purchase five license plate reader (LPR) speed trailers, 44 LPR cameras, and three mobile LRP cameras to help reduce the number of stolen vehicle crimes. The grant period is September 1, 2023 to September 30, 2024. No Local Cash Match is required. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively 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 FCPD to apply for and accept funding, if received, from the DCJS, FY 2023 Project Safe Neighborhoods Grant Program in the amount of \$241,500. FCPD will use the funding to expand the license plate reader system to combat a rise in violent car jackings and stolen vehicle events. No new positions will be created, and no Local Cash Match is required. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board action is requested on June 27, 2023. Due to an application deadline of May 26, 2023, 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. The Board was also notified via

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email on May 11, 2023 of the department's intent to apply for this grant prior to the application due date.

BACKGROUND:

Project Safe Neighborhoods (PSN) is a national initiative to identify the most pressing violent crime problems in a community and develop comprehensive solutions to address them. The overall goal for this initiative is to promote safe communities across the state through the reduction of gun violence and gang activity, with special focus on areas with increased rates of violent crime/gang activity. Toward that goal, the program seeks to fund projects that will enhance progress toward these priorities. However, innovative, evidence-based projects outside of these priorities, which are aimed at reducing firearm and gang violence, will also be considered.

The Fairfax County Police Department is the largest police agency in the Commonwealth of Virginia and services a population of over one million residents. The many roadways of Fairfax County connect to multiple other jurisdictions including the Capitol Beltway that surrounds Washington, D.C. Like surrounding jurisdictions, there is a spike in violent carjackings and gun crimes affecting neighborhoods throughout the County. With the many urban and suburban settings of Fairfax County, it is difficult for officers to identify wanted vehicles without the use of a LPR system. Officers are facing an increased number of calls for service which average nearly 10,000 calls per week. The International Association of Chiefs of Police conducted a study that shared over 70 percent of crime is associated with a vehicle. With the rise in calls for service and the increased number of stolen vehicles throughout the County, the FCPD has turned to technology as an aid in identifying vehicles which are stolen or wanted by the police.

In 2008, Fairfax County began using license plate readers to help identify stolen vehicles, stolen license plates, wanted persons, or vehicles involved in felony crimes. Currently there are 20 LPRs and nine mobile readers in the County and the request for LPRs continues to grow. Since November 1, 2022, the estimated value of stolen vehicles recovered by LRP systems has totaled over \$735,000. Additionally, recent shootings in the jurisdiction have provided vague vehicle descriptions that do not include information that would lead to an arrest. With the use of LPR's in just the past seven months, the FCPD has been able to recover 34 stolen vehicles and 11 firearms, most of which were stolen and two were modified to fire automatically. The LPR system also assisted in finding five missing persons.

Project Safe Neighborhood funding will support the expansion of the LPR systems to combat a rise in violent car jackings and stolen vehicle events. The placement of these systems into neighborhoods will foster new partnerships with the communities that have

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requested LPR support. It will also increase communications between police and the neighborhoods.

EQUITY IMPACT:
None.

FISCAL IMPACT:

Grant funding in the amount of \$241,500 is being requested to expand the license plate reader system to combat a rise in violent car jackings and stolen vehicle events in Fairfax County. No Local Cash Match is required. This grant does allow the recovery of indirect costs; however, because this funding opportunity is highly competitive, the FCPD has elected to omit the inclusion of indirect costs to maximize the proposal's competitive position. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2024.

CREATION OF NEW POSITIONS:

No positions will be created by this grant award.

ENCLOSED DOCUMENTS:

Attachment 1 – Summary of Grant Proposal

STAFF:

Thomas Arnold, Deputy County Executive for Public Safety
Kevin Davis, Chief of Police

**FY 2023 Project Safe Neighborhoods Grant Program
Summary of Grant Proposal**

Grant Title:	FY 2023 Project Safe Neighborhoods Grant Program
Funding Agency:	Virginia Department of Criminal Justice Services
Applicant:	Fairfax County Police Department (FCPD)
Funding Amount:	Funding of \$241,500; there is no Local Cash Match associated with this award.
Proposed Use of Funds:	<p>The funds will expand FCPD's current license plate reader (LPR) system to combat a rise in violent car jackings and stolen vehicle events. Specifically, funding will be used to purchase five LPR speed trailers, 44 LPR cameras, and three mobile LRP cameras to help reduce the number of stolen vehicle crimes. Recent shootings in the jurisdiction have provided vague vehicle descriptions that do not include information that would lead to an arrest. With the use of LPR's in just the past seven months, the FCPD has been able to recover 34 stolen vehicles and 11 firearms, most of which were stolen and two were modified to fire automatically. The LPR system also assisted in finding five missing persons. The placement of these systems into neighborhoods will foster new partnerships with the communities that have requested LPR support. It will also increase communications between police and the neighborhoods.</p>
Performance Measures:	<p>The Fairfax County Police Department hopes the additional LPR systems throughout the County will increase the number of guns recovered from vehicles containing dangerous criminals and weapons.</p>
Grant Period:	September 1, 2023 – September 30, 2024

ADMINISTRATIVE – 13

Supplemental Appropriation Resolution AS 23267 for the Fairfax County Police Department to Accept Grant Funding from the Virginia Department of Criminal Justice Services for Law Enforcement Equipment

ISSUE:

Board of Supervisors approval of Supplemental Appropriation Resolution AS 23267 for the Fairfax County Police Department (FCPD) to accept funding in the amount of \$1.0 million from the Virginia Department of Criminal Justice Services that has been made available through the state's American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF) allocation. The funds will be used to replace the two outdated robots currently used by the FCPD Explosive Ordinance Disposal (EOD) Section. The EOD Section works on the front line, detecting components of explosives and is required to have robotic capacity to neutralize a potential Improvised Explosive Device. The grant period is from July 1, 2022, to June 30, 2024. When grant funding expires, the County is under no obligation to continue funding the program. No Local Cash Match is required. 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 of Supervisors approve Supplemental Appropriation Resolution AS 23267 to accept funding from the Virginia Department of Criminal Justice Services made available through the state's ARPA SLFRF allocation in the amount of \$1.0 million. This funding will be utilized to replace the two outdated robots used by the EOD Section. No new positions will be created, and no Local Cash Match is required. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board action is requested on June 27, 2023.

BACKGROUND:

The Coronavirus State and Local Fiscal Recovery Funds program, part of the American Rescue Plan Act, delivers \$350.0 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The SLFRF program provides governments across the country with the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue resulting from the crisis, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

Through the ARPA SLFRF program, the DCJS provides an opportunity for law enforcement agencies to reduce violent crime and gun violence, which has disproportionately increased due to the pandemic and impacted communities. The final rule – which took effect on April 1, 2022, includes an enumerated eligible use for community violence intervention programs in all communities, not just the disproportionately impacted communities eligible under the interim final rule. Given the increased rate of violence during the pandemic, the U.S. Department of the Treasury has determined that this enumerated eligible use is responsive to the impacts of the pandemic in all communities. The SLFRF program final rule provides additional clarity and flexibility for recipient governments, including expanding the list of uses to respond to COVID-19 and its economic impacts – ensuring states and localities can adapt quickly and nimbly to changing public health and economic needs. This includes FCPD's efforts to reduce gun violence and funding technology and equipment to support law enforcement response.

These funds will be used to purchase two Explosive Ordinance Disposal (EOD) robots currently used by the FCPD. In order to maintain EOD certification by the FBI, all standing EOD teams nationwide shall have the robotic support capacity to inspect and neutralize a potential Improvised Explosive Device (IED). In addition, EOD is present on all SWAT high risk warrant services as well as hostage barricade situations. With the extensive capabilities of the FCPD Special Operations Division (SOD), which includes SWAT, EOD, and Canine, jurisdictions across the Northern Virginia area and Washington Metropolitan Region are served. Replacing the current robots in use will better equip EOD teams to inspect, evaluate, and manipulate from afar, while significantly increasing the safety of the officers and community members they support. Funding helps to better equip FCPD to prevent and respond to violent situations through updated technology and equipment.

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FISCAL IMPACT:

Grant funding in the amount of \$1.0 million from the Virginia Department of Criminal Justice Services made available from the state's ARPA SLFRF allocation will be used to fund the purchase of two new EOD robots for the Fairfax County Police Department. No Local Cash Match is required. Indirect cost recovery is allowed but the agency is not requesting the recovery of indirect costs in order to maximize funds available to accomplish the objectives of the project. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2023.

CREATION OF NEW POSITIONS:

No positions will be created by this grant award.

ENCLOSED DOCUMENTS:

Attachment 1 – Grant Award Document

Attachment 2 – Supplemental Appropriation Resolution AS 23267

STAFF:

Thomas Arnold, Deputy County Executive for Public Safety

Kevin Davis, Chief of Police



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

The Honorable Jackson H. Miller
Director

Tracy Louise Winn Banks, Esq.
Chief Deputy Director

Washington Building
1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
www.dcjs.virginia.gov

June 2, 2023

Bryan Hill
County Executive
12000 Government Center Parkway
Fairfax, Virginia 22035

RE: 508516-LE ARPA - Law Enforcement Equipment

Dear Bryan Hill:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **509273** and was approved for a total award of **\$1,000,000**, funded through Award Number **21.027 (2023 ARPA)**. The project period is **7/1/2022** through **6/30/2024**.

Included with this letter is a Statement of Grant Award/Acceptance (SOGA). Copies of the FY24 Special Conditions, Reporting Requirements, and Projected Due Dates are posted online at <https://www.dcjs.virginia.gov/grants/grant-requirements> for your review. In addition, there may be "Action Item" Special Conditions related to your grant award called *Encumbrances* that require your immediate attention. If there are any, please submit those documents via the On-line Grants Management System (OGMS) at <https://ogms.dcjs.virginia.gov/>.

If you have not previously done so, you must register to use this web-based system. The instructions on *Registering for a New Account* and *Submitting Action Item Encumbrances* are posted here <https://www.dcjs.virginia.gov/grants/ogms-training-resources> along with other resources and training videos. All registrants will be approved within 3 – 5 business days.

Additional reporting requirements will be necessary for purchases over \$5000.00. Please refer to the grant conditions regarding the required documentation for claims submission and reimbursement on page 12 of the ARPA Grant Special Conditions. Documentation may include, but not be limited to: Equipment Type, VIN or Serial Number, Title Holder, Date of Acquired Goods/Services, and Description of Measures Taken to Prevent Loss, Damage.

We will be happy to assist you in any way we can to assure your project's success. To indicate your acceptance of the award and conditions, please sign the included SOGA and return it electronically within the next 60 days to rr-learnagrarants@dcjs.virginia.gov. Please note that you will not be able to draw down funds on this grant until DCJS receives the signed SOGA, and the grant is in Underway status in OGMS.

Bryan Hill
June 2, 2023
Page Two

If you have any questions, please contact your DCJS Grant Monitor through the OGMS portal, or contact the ARPA staff at **rr-learpagrants@dcjs.virginia.gov**.

Sincerely,

A handwritten signature in black ink, appearing to read "Jackson Miller", written in a cursive style.

Jackson Miller

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

508516-LE ARPA - Law Enforcement Equipment

Subgrantee:	Fairfax
DCJS Grant Number:	509273
UEI Number:	W2ZUFMBDM378
Grant Start Date:	7/1/2022
Grant End Date:	6/30/2024
Federal Grant Number(s):	21.027 (2023 ARPA)
Federal Awardee:	U.S. Department of Treasury
Federal Catalog Number:	21.027
Project Description:	Coronavirus State and Local Fiscal Recovery Funds
Federal Start Date:	7/1/2022

Federal Funds:	\$1,000,000		
State Funds:			
Local Match:	_____		
Total Budget:	\$1,000,000	Indirect Cost Rate: _____%	*If applicable

Project Director	Project Administrator	Finance Officer
Ari Morin 2nd Lieutenant 3911 Woodburn Road Annadale, Virginia 22003 571-722-6481 ari.morin@fairfaxcounty.gov	Bryan Hill County Executive 12000 Government Center Parkway Fairfax, Virginia 22003 703-324-2536 bryan.hill@fairfaxcounty.gov	Kerene Gordon Director, Financial Resource Division 12099 Government Center Parkway, 7th Floor Fairfax, Virginia 22035 703-246-7551 Kerene.gordon@fairfaxcounty.gov

***Please indicate your ICR in the space provided, if applicable.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and reviewing the Special Conditions, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature: _____

Authorized Official (Project Administrator)

Title: _____

Date: _____

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 23267

Based on established Board policy effective September 1, 2004, the following award is approved administratively:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2023, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Agency:	G9090, Police Department	\$1,000,000
Fund:	500-C50000 Federal-State Grant Fund	
Grant:	1CV9004-2023, LE ARPA - Law Enforcement Equipment	

Reduce Appropriation to:

Agency:	G8787, Unclassified Admin	\$1,000,000
Fund:	500-C50000 Federal-State Grant Fund	

Source of Funds: Virginia Department of Criminal Justice Services, \$1,000,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ADMINISTRATIVE - 14

Authorization to Advertise a Public Hearing to Amend Appendix O of the Fairfax County (County) Code to Create a Local Stormwater Management Assistance Fund and Enter into an Agreement with Northern Virginia Soil and Water Conservation District for Fund Administration

ISSUE:

The Department of Public Works and Environmental Services (DPWES) has developed a program to deliver financial assistance and technical guidance to private property owners and common interest communities (CICs) for the repair of privately-owned stormwater management facilities. To implement the program, the County must adopt an ordinance, create a Local Stormwater Management (SWM) Assistance Fund (Fund), and enter into an agreement with Northern Virginia Soil and Water Conservation District (NVSWCD) to implement grant programs under the Fund.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors (Board) authorize the advertisement of the proposed amendment as set forth in Attachment 1. DPWES prepared the proposed amendment in coordination with Land Development Services and the Office of the County Attorney.

The County Executive also recommends that the Board authorize the Chairman of the Board, the County Executive, or a designee appointed by the County Executive to enter into an agreement with NVSWCD to implement the Private SWM Facility Assistance Grant Program to disburse grants from the Fund (Attachment 2).

TIMING:

The Board action is requested on June 27, 2023, to provide sufficient time to advertise the public hearing before the Board on September 12, 2023, at 4:00 p.m.

BACKGROUND:

Under [Va. Code § 15.2-2114.01](#), localities may adopt an ordinance to create a Local SWM Assistance Fund to grant money to private property owners or CICs that can be used for (i) the construction, improvement, or repair of SWM facilities; (ii) erosion and sediment control; (iii) or flood mitigation and protection measures. On October 4, 2022, DPWES presented the Local SWM Assistance Fund (see Attachments 3 and 4) to the

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Board Environmental Committee. The amendment would create the Fund as a project under the Stormwater Service District, establish what the grants may be used for, and require the Board's approval of policies and procedures for distributing grants from the Fund. On April 25, 2023, staff presented a framework for implementing the Private SWM Facility Assistance Grant Program (see Attachment 5) to the Board Environmental Committee. DPWES recommends entering into an agreement with NVSWCD to administer the Private SWM Facility Assistance Grant Program given its experience and success in implementing the Virginia Conservation Assistance Program (VCAP) and the local Conservation Assistance Program (CAP).

EQUITY IMPACT:

As detailed in the Policy Handbook included in Attachment 2, equity is incorporated in the development and implementation of the Private SWM Facility Assistance Grant Program. DPWES and NVSWCD will apply the County's Vulnerability Index in the program implementation phase. Eligibility for the grant program will focus on non-functioning SWM facilities identified in the formal DPWES Maintenance and Stormwater Management Division private facility inspection process and to situations where the County lacks the tools to enforce compliance. Existing data shows that approximately 20 percent of private facilities are in areas identified as 'High to Very High' Vulnerability Areas in the County's Vulnerability Index. Staff will include relevant socioeconomic data from the County's Vulnerability Index to identify areas of overlap with its facility data and grant program participation. During the initial implementation phase, DPWES will seek to better understand where disparities may exist and adjust the program accordingly. If language is a barrier, staff will provide interpretation and translation services as needed. Training and technical resources will also be available in multiple languages.

FISCAL IMPACT:

DPWES recommends allocating \$250,000 for the first year of the grant program from funds available in Project SD-000031, Stream and Water Quality Improvements, Fund 40100, Stormwater Services. Allocation of funds in future years for this program will be identified as a separate line item in the Stormwater budget. Only projects in the County, Town of Herndon, Town of Vienna, and Town of Clifton will be eligible as contributors to the County's Stormwater Service District.

CREATION OF POSITIONS:

No positions will be created.

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ENCLOSED DOCUMENTS:

Attachment 1 - Proposed Amendment to Appendix O of the County Code
Attachment 2- Memorandum of Understanding between the Board and NVSWCD for the Local Stormwater Management Assistance Fund
Attachment 3 - Local SWM Assistance Fund and Assistance to Private SWM Facility Owners and Operators, Memo from the County Executive
Attachment 4 - Local SWM Assistance Fund presentation to the October 4, 2022, the Board Environmental Committee
Attachment 5 - Local SWM Assistance Fund Update and Recommendation presentation to the April 25, 2023, Board Environmental Committee

STAFF:

Rachel Flynn, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Coddling, Deputy Director, DPWES, Stormwater and Wastewater Divisions
Chad Crawford, Director, DPWES, Maintenance and Stormwater Management Division
Craig Carinci, Director, DPWES, Stormwater Planning Division
Willie Woode, Executive Director, Northern Virginia Soil and Water Conservation District

ASSIGNED COUNSEL:

Marc Gori, Assistant County Attorney

**Proposed Amendment
to
Appendix O (Fairfax County Stormwater Service District)**

The proposed changes are shown by underlining (added text) or strikethrough (deleted text).

Amend Appendix O by adding new Section 7 (Stormwater Management Fund) to read as follows:

Section 7. Stormwater Management Fund.

A Stormwater Management Fund consisting of appropriated local moneys for Stormwater Service District No. 1 for the purpose of granting funds to an owner of private property or a common interest community for stormwater management and erosion prevention on previously developed lands is hereby established under the authority of § 15.2-2114.01 of the Code of Virginia. The fund will be administered by Stormwater Service District staff or as designated by the Board of Supervisors. Grants from such fund may be used only for (i) the construction, improvement, or repair of a stormwater management facility; (ii) erosion and sediment control; or (iii) flood mitigation and protection measures that are part of a comprehensive flood mitigation and protection plan adopted by the County. Grants made pursuant to clause (iii) must, where practicable, prioritize projects that include nature-based practices. Grants will be made in accordance with policies and procedures developed by the Stormwater Service District staff and approved by the Board of Supervisors.

**MEMORANDUM OF UNDERSTANDING BETWEEN
FAIRFAX COUNTY BOARD OF SUPERVISORS AND
NORTHERN VIRGINIA SOIL AND WATER CONSERVATION DISTRICT
FOR THE LOCAL STORMWATER MANAGEMENT ASSISTANCE FUND**

This Memorandum of Understanding (“MOU”), entered into as of the date of last execution below, is between the Fairfax County Department of Public Works and Environmental Services (“DPWES”) and Northern Virginia Soil and Water Conservation District (“NVSWCD”) (together known as “the Parties”).

RECITALS

WHEREAS, The Fairfax County Board of Supervisors (“the Board”) has created a Local Stormwater Management Assistance Fund (“the Fund”) under Va. Code § 15.2-2114.01;

WHEREAS, moneys allocated to the Fund by DPWES, as approved by the Board, may be used for the construction, improvement, or repair of a stormwater management facility, erosion and sediment control, or flood mitigation and protection measures that are part of a comprehensive water quality or flood mitigation and protection plan adopted by Fairfax County,

WHEREAS, NVSWCD is a political subdivision of the Commonwealth of Virginia which provides advisory, technical, and educational assistance to County residents, County agencies, and other partners, to promote interest in the general improvement of the environment in Fairfax County; and

WHEREAS, NVSWCD is an independent, separate, legal entity apart from the County; and

WHEREAS, the Board is authorized under Virginia Code §§15.2-940 and 15.2-953 to make contributions to organizations such as NVSWCD; and

WHEREAS, it is in the mutual interest of the County and NVSWCD to use the available legal authority, expertise, and resources to promote stormwater management, erosion and sediment control, and flood mitigation within the County;

AGREEMENT

NOW THEREFORE, in consideration of the above, both the County and NVSWCD agree as follows:

1. **Incorporation of Recitals.** The Recitals above are incorporated into and made a part of this MOU as if set forth in their entirety.
2. **The County’s Obligations.** The County will:

- a. Manage the Fund for stormwater management, erosion and sediment control, and flood mitigation in accordance with the policies for implementation of the Fund as approved by the Board of Supervisors pursuant to Appendix O of the Code of Fairfax County.
- b. Provide funding to NVSWCD sufficient to cover the grant awards under the Fund, and any reasonable costs incurred by NVSWCD related to the services it performs to implement the Fund.
- c. Maintain records for all grant awards under the Fund.

3. **NVSWCD's Obligations.** NVSWCD will:

- a. Administer the Funds for stormwater management, erosion and sediment control, and flood mitigation in accordance with the policies for implementation of the Fund as approved by the Board of Supervisors pursuant to Appendix O of the Code of Fairfax County.
- b. Collect all documentation necessary to award grants under the Fund.
- c. Act as the technical lead and project manager for any approved grants under the Fund.
- d. Issue grant awards to approved applicants and send notification to DPWES of those awards and upon disbursement of the funds; and
- e. Maintain standard accounting and recordkeeping sufficient to provide DPWES with an annual report that includes the number of grants awarded, the total grant funds disbursed, grant program costs, and remaining balance of any amount approved by the Board for the Fund.

4. **Contributions.** The County, from time to time and in its sole discretion, may make contributions to NVSWCD in furtherance of the purposes of this MOU. The obligation of the County to make any contribution to NVSWCD under this MOU or any other payment obligations is subject to appropriations by the Board during each fiscal year to satisfy payment of such obligations. The County will provide NVSWCD with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board. However, the County's failure to provide such notice will not cause this MOU to be extended into a fiscal year in which sufficient funds have not been appropriated.

5. **Notices.** Notices pursuant to this MOU must be given in writing as follows:

If to the County:

Director
Maintenance and Stormwater Management Division

Department of Public Works and Environmental Services
10635 West Drive
Fairfax, Virginia 22030

If to NVSWCD:

Chairman, Board of Directors
Northern Virginia Soil and Water Conservation District
12055 Government Center Parkway, Suite #905
Fairfax, Virginia 22035

Every such notice is deemed to have been given on the date on which it is received or refused by the Party to whom it is sent.

6. **Additional Provisions.**

- a. NVSWCD must abide by any conditions imposed by the Commonwealth of Virginia or the United States of America with respect to any contribution to NVSWCD.
- b. This MOU may not be changed or modified without the written consent of NVSWCD and the County.
- c. This MOU will remain in effect until either Party gives the other Party 90 days' notice seeking to terminate the MOU. Should any funding or permitting contemplated within this MOU terminate, the Parties shall review this MOU and make any necessary revisions to it or terminate it at their discretion. In any event, the County and NVSWCD shall review the MOU at least as often as every five years to determine whether any changes to it are desired.
- d. NVSWCD must make available all financial information or permit the review of such information upon reasonable request from the County or its auditors.
- e. Nothing in this MOU waives the sovereign immunity of the County of Fairfax.
- f. Nothing in this MOU creates any personal liability on behalf of any official, employee, agent, or representative of the County or member or employee of the NVSWCD.
- g. Nothing in this MOU creates in the public, or in any person or entity other than the Parties, any right as a third-party beneficiary hereunder, or authorizes 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 MOU or otherwise.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed as of the date appearing by their signatures.

FAIRFAX COUNTY DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES

By: _____
Bryan J. Hill,
County Executive

Date: _____

NORTHERN VIRGINIA SOIL AND WATER CONSERVATION DISTRICT

By: _____
Gerald O. Peters
Chairman, Board of Directors
Northern Virginia Soil and Water Conservation District

Date: _____



County of Fairfax, Virginia

MEMORANDUM

DATE: September 28, 2022

TO: Board of Supervisors

FROM: Bryan J. Hill
County Executive *[Signature]*

SUBJECT: Local Stormwater Management Assistance Fund and Assistance to Private Stormwater Management Facility Owners and Operators

Introduction:

This recommended program would deliver financial assistance and technical guidance to private property owners and common interest communities (CICs) for the repair of privately-owned stormwater management (SWM) facilities. To establish the program, Fairfax County (County) will need to create a local SWM fund (Fund) by adoption of an ordinance. This recommended program follows onto the County's Board of Supervisors (Board) direction to augment the existing Northern Virginia Soil and Water Conservation District (NVSWD) conservation assistance program, given at the [July 20, 2021, Environmental Committee meeting](#).

Background:

Under [Va. Code § 15.2-2114.01](#), localities may create, by ordinance, a Fund to assist private property owners or CICs with: (1) the construction, improvement, or repair of SWM facilities; (2) erosion and sediment control; (3) or flood mitigation and protection measures.

Program Overview

The County's SWM system is an interconnected network of infrastructure managed by both public and private entities, making SWM a shared responsibility. The County is responsible for maintaining most dry ponds in the County easements that are located on private property residential communities; wet regional stormwater ponds; and stormwater infrastructure on public land (land owned by the Board, Fairfax County Public Schools, Fairfax County Park Authority, and Fairfax County Redevelopment and Housing Authority). Private property owners are responsible for maintenance of SWM facilities that are not maintained by the County. Importantly, the County has a regulatory obligation under its Municipal Separate Storm Sewer System Permit to ensure the long-term functionality of these privately maintained facilities. Therefore, an effective partnership between the County and private property owners is critical to ensure proper operation and maintenance of the County's SWM program.

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Board of Supervisors

Local Stormwater Management Assistance Fund and Assistance to Private Stormwater Management Facility Owners and Operators

Page 2 of 2

To promote long-term functionality of the County's SWM system, DPWES and NVSWCD propose a three-pronged approach to the implementation of the Fund: (1) establish the Fund by amending the County code; (2) develop a program framework document to administer the grant program; and (3) implement the grant program.

1. The Fund will be created by amending [Appendix O](#) (Fairfax County Stormwater Service District) of the County Code. The amendment creates the Fund as a project under the Stormwater Service District, establishes what the grants may be used for, and provides for Board approval of policies and procedures for distributing the grants. Although staff is recommending that initial grants be used for private SWM facility repair only, the amendment would allow grant funds to be issued for erosion and sediment control and flood mitigation and protection measures.
2. Staff will create a program framework document detailing the purpose, partner roles, responsibilities, eligibility criteria, consideration of equity under One Fairfax, and program details to support grant distribution to private SWM facility owners and operators. Promoting sustainable communities is a key initiative for the County. To aid in the resiliency of the County's interconnected SWM network, DPWES and NVSWCD will provide technical assistance to educate private owners of their responsibilities, including long-term budget planning for SWM infrastructure. Resources may include information about routine inspection and repair practices, troubleshooting problems, and long-term financial planning.
3. Staff will implement the grant program. The grants will be funded by the County SWM Program through the Stormwater Service District and administered and managed by NVSWCD. DPWES recommends assigning an initial funding of \$250,000 for the first year. DPWES anticipates this amount will cover approximately five small repair projects each year, plus NVSWCD program administrative costs. DPWES will track how the funds are disbursed and then recommend future annual budgets based on the findings. The amount of money for grant distribution will be approved through the budget process.

DPWES intends to present the staff recommendation to create the Fund by amending Appendix O of the County Code to the Board at the upcoming Environmental Committee on October 4, 2022.

cc: Rachel Flynn, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Willie Woode, Acting Executive Director, Northern Virginia Soil and Water Conservation District
Eleanor Ku Coddling, Deputy Director, DPWES, Stormwater and Wastewater Divisions
Craig Carinci, Director, DPWES, Stormwater Planning Division
Chad Crawford, Director, DPWES, Maintenance and Stormwater Management Division
Marc Gori, Assistant County Attorney, Office of the County Attorney
Martha Reed, Capital Programs Coordinator, Department of Management and Budget
Jennifer Miller, Financial Specialist IV, DPWES, Wastewater and Stormwater Management

Local Stormwater Management Assistance Fund

A Grant Funding Opportunity to Promote Sustainable Communities



A Fairfax County, VA, publication
October 4, 2022



Create a Local Stormwater Management (SWM) Fund

Seeking Board recommendation to pursue creation of a fund

Localities may create, by ordinance, a fund to assist private property owners or Common Interest Communities (CICs) with:

- The construction, improvement, or repair of SWM facilities
- Erosion and sediment control
- Flood mitigation and protection measures

(2021 Va. Code § 15.2-2114.01)



Develop a Private SWM Facility Assistance Grant Program

- Partner with private owners to support the long-term functionality of the SWM program
- Deliver financial assistance and technical guidance to private property owners and CICs for the repair of privately owned SWM facilities
- Administered by Northern Virginia Soil and Water Conservation District (NVSWCD)
- Initial funding of \$250,000 for the first year



This Grant Builds on Two Existing SWM Facility Programs



Conservation Landscaping



Millwood Wet Pond

- Conservation Assistance Program Supplement
 - Approved by the Board in 2021
 - Supplements the NVSWCD Conservation Assistance Program
 - Provides cost-share and technical assistance for the voluntary installation of stormwater best management practices by individual private property owners
- Private to Public Pond Pilot Program
 - Initiated by Board direction in 2017
 - Pilot program to move selected private dry and wet ponds to public maintenance



Grant Limited to SWM Facilities That Meet Specific Criteria

Eligibility criteria for why the facility failed:

- Design/construction flaws
- Defunct and/or purged Homeowners Association (HOA)
 - Require reestablishment as a part of the grant
- No private maintenance agreement (PMA)
 - Require PMA as part of grant
- “Other” category for programmatic discretionary use of funds to capture unique situations
 - Example- HOA increases dues but is still lacking funds to maintain facility



Bioretention Missing Mulch/Plants



Sediment in Detention Pipe

Private to Public Pilot Status

Property Values in Millwood Pond Subdivision



(image source: www.zillow.com)

Four pilots moved forward:

- Millwood – Complete
 - No capital funding required
- VA Center – Construction Underway
 - Estimated project cost 1.5M, County Share = 97%; HOA Share 3%
- Green Trails – Construction Planned for CY23
 - Estimated project cost 550k, County Share = 46%; HOA Share 54%
- Gunston Corner – Agreement Under Negotiation
 - Estimated project cost 750k, County Share = 75%; HOA Share 25%

Note: If maintenance is needed at the time of application, the community is responsible for a fractional share of the maintenance costs based on the drainage area served by the community and the county pays for the offsite drainage area portion.



Private to Public Pilot Comparison

	Private to Public	SWM Fund *
Maintenance agreement (frequently includes cost share)	Yes	No
Grant agreement	No	Yes
Permanent easements	Yes	No
Limited to wet ponds and detention basins that serve residential areas	Yes	No
Meet minimum PFM requirements for public maintenance (e.g. safety improvements, permanent access, etc.)	Yes	No
Facility must be functional	Yes	Yes
Significant Capital Investment	Yes	TBD
Significant amount time to go through the process	Yes	No

* These are anticipated and would be determined after further development of a program.



Recommendations

- Create the Fund by amending Appendix O (Fairfax County Stormwater Service District) of the County Code
- Continue 'Private to Public' pilot and share the results with the Board



Next Steps

If the Board approves the creation of the Fund, staff will:



Prepare an amendment to Appendix O for the Board's consideration



Develop a program framework document to support grant distribution to private SWM facility owners and operators



Present the program framework document to the Board in Spring 2023



Additional Information

For additional information, please contact

Chad Crawford

703-877-2864

chad.crawford@fairfaxcounty.gov

www.fairfaxcounty.gov/publicworks





Local Stormwater Management Assistance Fund

Update & Recommendation

Chad Crawford, Director
Maintenance and Stormwater Management Division
Department of Public Works and Environmental Services

April 25, 2023

NVSWCD
CAP/VCAP

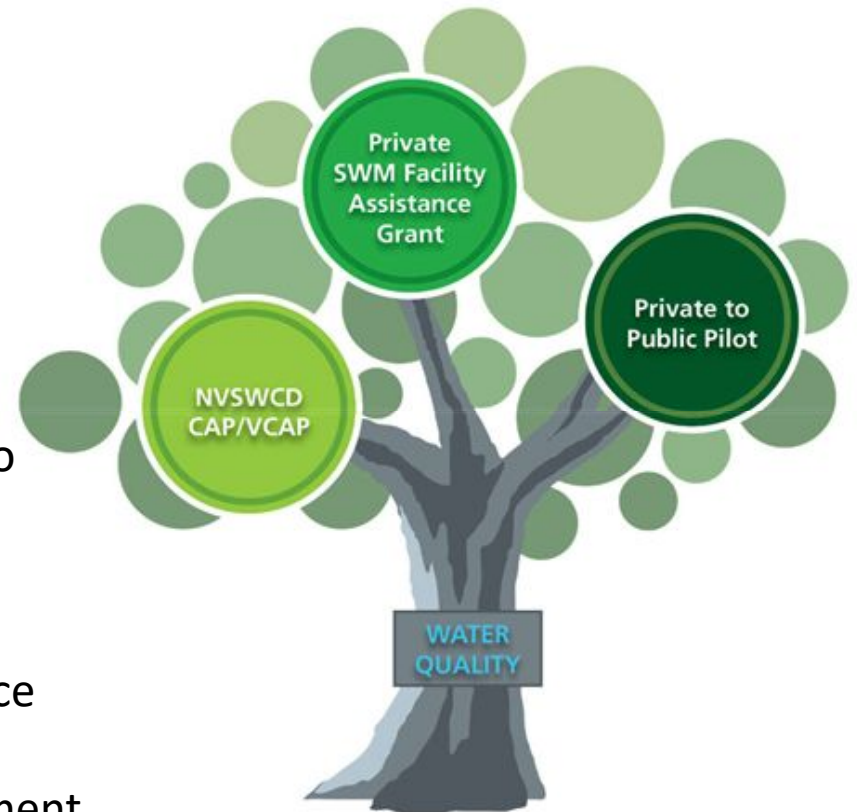
OVERVIEW: Northern Virginia Soil and Water Conservation District Conservation Assistance Program/Virginia Conservation Assistance Program

Private to
Public Pilot

UPDATE: Pilot project for four privately-maintained residential ponds receiving offsite drainage to move into public maintenance

Private
SWM Facility
Assistance
Grant

RECOMMENDATION: Maintenance grant program for privately-maintained stormwater management facilities





Conservation Assistance Program (CAP) Virginia CAP (VCAP)



Various needs met



NVSWCD oversees and
administers the program



State (VCAP) and local (CAP)
funding



Private to Public Program Eligibility



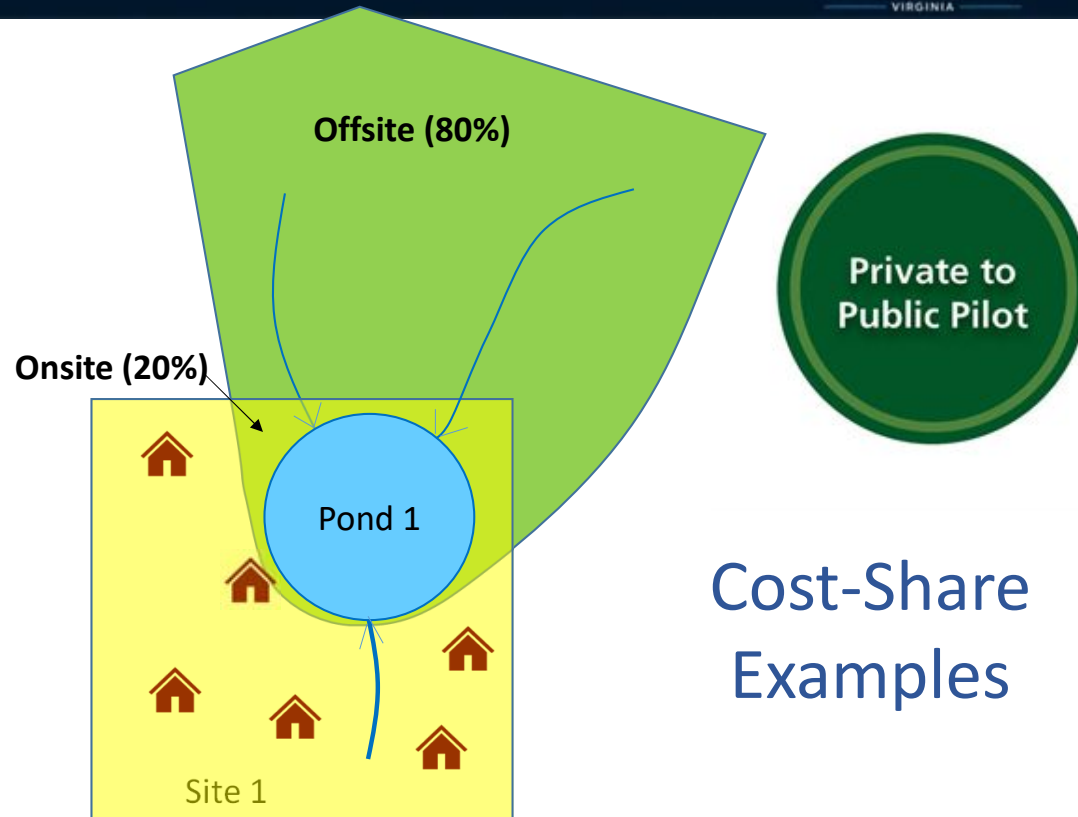
Wet and dry ponds serving residential areas



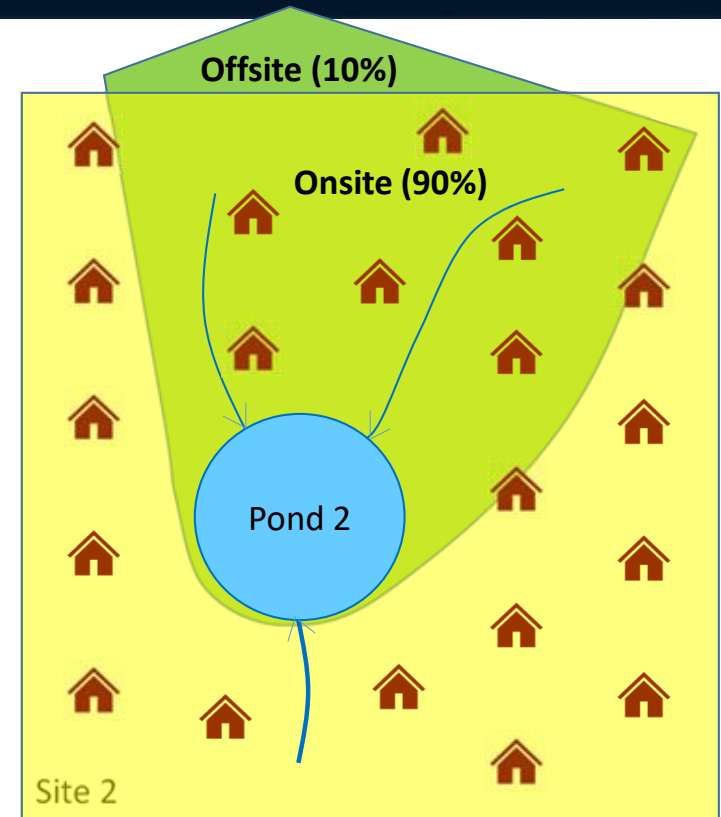
“Near” as-built condition



Cost share maintenance based on % onsite (community)
vs offsite (County) drainage



Pond 1:
80% of drainage is from offsite sources
County pays 80% of project costs



Pond 2:
10% of drainage is from offsite sources
County pays 10% of project costs



Pilot Communities - Update

	Share (%) County/HOA	Est. Project Total (\$)	County Cost (\$)	Status
Millwood Pond (2073WP)	N/A	0	0	Complete No land acquisition needed No maintenance needed Agreement signed No cost-share required
Virginia Center [Nutley Pond] (2154WP)	97 / 3	1.5M	1.47M	Complete Land acquisition needed Complex maintenance project required Agreement signed Cost-share complete
Green Trails (2153WP)	46 / 54	287k	132k	FY23 Construction No land acquisition needed Complex maintenance project required Agreement signed
Gunston Corner (S0453/WP0132)	75 / 25	750k	563k	Negotiations Land acquisition needed Complex maintenance project required Agreement NOT signed Turnover in COA and Mgmt Representation
Estimated Total			\$2.17M	



Next Steps

Finish the pilot program then return to committee meeting with a program recommendation

- Evaluate quantitative and qualitative data
 - Vulnerability Index
 - Disproportionate Impact
 - Number of homes
 - Average home value
 - Percent (%) offsite drainage



Proposed Maintenance Grant Program Eligibility



Non-functional and meets one of the following criteria:
No Private Maint. Agmt., Defunct HOA/COA, Design/Construction Flaw, etc.



Provides technical support to all private facility owners



Open to all types of individual property owners, including commercial, condo and homeowner associations, and houses of worship



Provides a one-time financial reimbursement per SWM facility



Covers up to 80% of total eligible maintenance or replacement costs up to \$7,000

Cost-Share Program Comparisons

	CAP/VCAP	Private to Public Pilot	SWM Fund
Supports existing stormwater facility?	X	✓	✓
Cost-share?	✓	✓	✓
Long-term maintenance agreement?	NVSWCD only	✓	✓
Technical assistance & outreach?	✓	✓	✓
Permanent easements required?	X	✓	X
Assists all facility types?	Limited	X	✓
Facility must be functional for program assistance?	N/A	✓	X
Significant capital investment?	X	✓	X
Significant timeline?	X	✓	X
Program administrator?	NVSWCD	DPWES	DPWES & NVSWCD



Recommendation

Approval to create a Local Stormwater Management (SWM) Fund under Appendix O of the County Code

Approval to establish a Private SWM Facility Assistance Grant Program

- Initial budget is \$250k

Questions?



ADMINISTRATIVE – 15

Supplemental Appropriation Resolution AS 23254 for the Department of Housing and Community Development to Accept Grant Funding from the U.S. Department of Housing and Urban Development for the Community Project Funding Requests Included in the Consolidated Appropriations Act, 2023

ISSUE:

Board of Supervisors approval of Supplemental Appropriation Resolution AS 23254 for the Department of Housing and Community Development (HCD) to accept grant funding totaling \$1,700,000 from the U.S. Department of Housing and Urban Development (HUD) for funding received for the community project funding requests included in the Consolidated Appropriations Act, 2023. This award was part of the County's community project funding requests coordinated through Government Relations and submitted to the County's Congressional offices. No Local Cash Match is required. When grant funding expires, the County is under no obligation to continue funding. HCD received funding for the following projects:

1. Renovations/Improvements to the Little River Glen Senior Center - \$1,500,000
The Little River Glen Senior Center provides recreational activities for adults ages 50 and older. The programs and activities are as diverse as the needs and interests of the community they serve. Meals and transportation options are also provided, as well as access and referrals to both government and community-based resources for residents in need. The Little River Glen Senior Center is heavily used by the adjacent senior affordable housing and surrounding community. Renovations are needed to replace and improve outdated systems and to update the space to meet the current needs of the senior community.
2. Housing Program Participant Information Digitization/Imaging - \$200,000
HCD is in the process of digitizing/imaging hard copy housing program files for participants in the Fairfax County Redevelopment and Housing Authority's (FCRHA's) federal programs, in order to achieve two principal goals: 1) provide more efficient access to participant information for HCD staff processing FCRHA participant files; and, 2) allow for more robust telework options for staff, in keeping with the FCRHA's obligations under the federal Privacy Act. This funding will cover hardware costs for scanning equipment and labor costs for short-term staff to convert paper documents to electronic format.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 23254 from HUD in the amount of \$1,700,000 supporting two HCD projects that were funded through the Consolidated Appropriations Act, 2023. No Local Cash Match is required.

TIMING:

Board approval is requested on June 27, 2023.

BACKGROUND:

As the Board may recall, the 117th Congress reinstated the practice of authorizing direct funding of specific projects, previously known as “earmarks” and now referred to as “community project funding requests” (CPFRs), after nearly a decade-long ban on the practice. The County developed a list of 17 CPFRs for submission to the County’s Congressional offices as part of the 118th Congress. The selected projects had to meet the following criteria:

- Projects had to be eligible for federal funding from accounts available for community funding projects;
- Projects had to be previously approved by the Board, required for the County to comply with federal or state mandates, or to carry out Board priorities; and
- Projects had to meet all federal requirements for individual funding accounts, including the amount of funding available, types of projects eligible, project readiness, and requirements for community support of projects.

The Board was notified on December 22, 2022, through the “Update on FY 2023 Congressionally Directed Spending” email from Claudia Arko, Legislative Director, that the Consolidated Appropriations Act, 2023 was passed in December 2022 and included funding for nine of the 17 County CPFR projects submitted for Congressional consideration. In addition, a project submitted by the Northern Virginia Transportation Commission that directly impacts Fairfax County but is not part of this Supplemental Appropriation Resolution was approved.

Each CPFR is being administered by the appropriate federal agency, and each project requested by the County will be separately accounted for in Fund 50000, Federal-State Grant Fund. Attachment 1 lists the nine projects, the County department responsible for administering the award, and the status of project funding. There is no set

timeframe for when each federal agency will release the funding; however, as funding is released, a Board item will be submitted to formally appropriate the funding.

HUD has released the funding for the following HCD projects.

1. Renovations/Improvements to the Little River Glen Senior Center - \$1,500,000
Renovations to the Little River Glen Senior Center are part of a larger renovation project at the site. The Little River Glen I (LRG I) renovation project involves the extensive renovation of the existing buildings, comprising of four two-story residential buildings and one single-story main building known as the Senior Center, totaling approximately 93,842 gross square feet (sf).

The Senior Center building in the southwest of the complex, located at 4001 Barker Ct, includes community facility spaces and services such as administrative offices, community gathering, community kitchen, and halls for exercise, recreation, and activities. This grant will be used specifically for the Senior Center renovation, which includes but is not limited to the costs associated with the building sustainability improvement including replacing the heating, ventilation, and air conditioning system and replacing the skylight, windows, and the curtain walls with insulated double-glazing glass. The main entrance will have two automatic sliding doors, and remodeling will occur in the community kitchen and bathrooms. The external renovation work involves replacing the roof shingles and the wood siding with cement fiber siding, and the main entrance canopy.

2. Housing Program Participant Information Digitization/Imaging - \$200,000
HCD will improve the efficiency, security, and proper file retention and access by employing a Document Digitization system to augment its Housing Management and Financial programs. HCD plans a multiphase project to include all business areas. This funding will support a project to scan and digitize all paper documents and records that are currently stored in boxes and filing cabinets. The digitized documents will be stored in a secure electronic format that can be accessed by authorized personnel from any location. The system will also allow for easy retrieval of documents and records, as well as the ability to track changes and updates.

The digitization effort will provide several benefits to HCD and the FCRHA. First, it will improve efficiency by reducing the amount of time required to locate and retrieve documents. Second, it will improve security by providing secure access to electronic documents that can be tracked and monitored. Third, it will improve file retention by ensuring that all documents are stored in a secure electronic format that can be easily backed up and replicated off-site.

Board Agenda Item
June 27, 2023

The project will be implemented in multiple phases over several years to ensure that all business areas are included. The document digitization effort not only transforms the files into an electronic format but also allows for manageable access to those files in a logical manner. The funding will be split between hardware, acquiring equipment for scanning, and labor for converting paper files to electronic format.

FISCAL IMPACT:

Funding in the amount of \$1,700,000 from the U.S. Department of Housing and Urban Development has been received for two community funding projects to HCD, which was included in the Consolidated Appropriations Act, 2023. No Local Cash Match is required. Indirect cost recovery is allowed but HCD is not requesting the recovery of indirect costs in order to maximize funds available to accomplish the objectives of the projects. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2023.

CREATION OF NEW POSITIONS:

There are no new grant positions associated with this award.

ENCLOSED DOCUMENTS:

Attachment 1: Fairfax County Funded FY 2023 CPFR Projects

Attachment 2: FY 2023 Community Project Funding – Grant Agreement No. B-23-CP-VA-1467 and B-23-CP-VA-1469

Attachment 3: Supplemental Appropriation Resolution AS 23254

STAFF:

Christopher A. Leonard, Deputy County Executive

Thomas Fleetwood, Director, Department of Housing and Community Development

Amy Ginger, Deputy Director, Department of Housing and Community Development

Fairfax County Funded FY 2023 CPFR Projects

Project Title	Funded Amount	Department Administering the Award	Status of Project Funding
1. Behavioral Health Care Provider Incentive Program	\$2.0 million	Fairfax-Falls Church Community Services Board (CSB)	CSB staff is working with the federal agency to release funding.
2. Bridging the Digital Divide for Older Adults and People with Disabilities	\$1.0 million	Department of Neighborhood and Community Services (NCS)	NCS staff is working with the federal agency to release funding.
3. Investing in our Youth: Career Readiness and Job Training	\$2.1 million	NCS	NCS staff is working with the federal agency to release funding.
4. Franconia (formerly Lee) District Community Center Facility Renovations	\$1.93 million	NCS	NCS staff is working with the federal agency to release funding.
5. Expansion of the Fairfax County Early Childhood Development and Learning Program	\$1.5 million	NCS	NCS staff is working with the federal agency to release funding.
6. Housing Program Participant Information Digitization/Imaging	\$200,000	Department of Housing and Community Development (HCD)	Funding has been released by the federal agency administering the award and budget appropriation is being requested as part of this Board item.
7. Renovations/Improvements to the Little River Glen Senior Center	\$1.5 million	HCD	Funding has been released by the federal agency administering the award and budget appropriation is being requested as part of this Board item.
8. I-66 Trail (Vienna Segment)	\$1.0 million	Department of Transportation (DOT)	DOT staff is working with the federal agency to release funding.
9. Sunrise Valley Cycle Track (Innovation to Herndon)	\$4.0 million	DOT	DOT staff is working with the federal agency to release funding.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-VA-1467**

Grantee Name: Fairfax County

Grantee Address: 12000 Government Center Parkway Fairfax, VA 22035

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-VA-1467

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Fairfax County (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$1,500,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☐ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
<hr/>	<hr/> %	<hr/>
<hr/>	<hr/> %	<hr/>

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 –

Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

- 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-VA-1469**

Grantee Name: Fairfax County

Grantee Address: 12000 Government Center Parkway Fairfax, VA 22035

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-VA-1469

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Fairfax County (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$200,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☐ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 –

Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 23254

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on June 27, 2023, 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 2023, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	H3838, Dept. of Housing and Community Development \$1,700,000	
Grant:	1380109-2023, Renovations to Little River Glen Senior Center	
	1380110-2023, Housing Program Participant Information Digitization	

Reduce Appropriation to:

Agency:	G8787, Unclassified Admin	\$1,700,000
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: U.S. Department of Housing and Urban Development, \$1,700,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ACTION – 1

Approval of a Memorandum of Understanding Between the Board of Supervisors and the Southeast Fairfax Development Corporation, Inc. (Franconia and Mount Vernon Districts)

ISSUE:

Approval of a Memorandum of Understanding (MOU) between the Board of Supervisors and the Southeast Fairfax Development Corporation (SFDC) for the period of July 1, 2023, through June 30, 2027.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the attached MOU with the SFDC, and authorize the County Executive to sign the Memorandum on behalf of the Board.

TIMING:

The Board action should be taken at the June 27, 2023, meeting, as the current MOU expires on June 30, 2023.

BACKGROUND:

SFDC was organized as a non-profit corporation for charitable, educational, and other public purposes so as to develop, implement, and support programs and projects that are designed to stimulate, foster, coordinate, plan, improve and encourage economic development and reinvestment in the Richmond Highway Corridor. SFDC has been assisting revitalization efforts in the Richmond Highway Corridor and has had an MOU with the Board since 1981. The MOU, which is subject to periodic renewal and review, outlines the goals of the SFDC and the terms and conditions for its receipt of funds from the Board through the County's Contributory Fund subject to annual appropriation as part of the budget process. The current MOU will expire on June 30, 2023, and with projects underway, it is appropriate to renew the agreement at this time. The effective term of the proposed MOU is July 1, 2023, through June 30, 2027.

Only minor administrative changes were made to the MOU, such as reflecting new department and magisterial district names. Additional collaborative partners were added including the Land Development Services and the Department of Economic Initiatives to reflect partnerships that have been established.

EQUITY IMPACT:

SFDC primarily serves the communities located along the Richmond Highway Corridor from the Capital Beltway to Fort Belvoir. A large portion of this service area scores high or very high on the county's Vulnerability Index. For example, the Hybla Valley area (zip code 22306) has a poverty rate of 25 percent (the countywide poverty rate is 6 percent) and a median household income under \$50,000 (the countywide area median income is \$134,000). Nearly 70 percent of the Hybla Valley area population is Hispanic.

Guiding SFDC's work, the *One Fairfax Policy, Areas of Focus IV.11* supports a quality built and natural environment that anticipates growth in a sustainable manner resulting in a higher quality of life and ensures that disadvantaged areas of the County receive equitable attention and investment. SFDC is a leading organization providing these investments in the corridor. Its placemaking efforts include new murals, parklets, and cultural events that help build a 'sense of place' and grow social cohesion. Economic development efforts, such as redevelopment and business assistance as well as the promotion of the Opportunity Zones and Economic Incentive Program are designed to attract quality jobs and development projects to an underemployed and underdeveloped area. The organization's community engagement efforts bring a diverse group of active residents and business owners together to initiate and implement projects. Finally, SFDC supports county investments in infrastructure and social programs through community education and by supporting the retention of existing businesses on the corridor.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Memorandum of Understanding (MOU) between the Board of Supervisors and the Southeast Fairfax Development Corporation, Inc.

STAFF:

Rachel Flynn, Deputy County Executive

Tracy Strunk, Director, Department of Planning and Development (DPD)

Elizabeth A. Hagg, Section Director, Community Revitalization Section, DPD

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF
SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,
AND
THE SOUTHEAST FAIRFAX DEVELOPMENT CORPORATION, INC.
(July 1, 2023 – June 30, 2027)**

This memorandum of Understanding (“Memorandum”) is made as of (July 1, 2023) by and between the Board of Supervisors of Fairfax County, Virginia (the “County Board”) and the Southeast Fairfax Development Corporation, Inc., a Virginia non-profit corporation (the “SFDC”).

RECITALS

- R-1 The SFDC is a non-profit corporation for charitable, educational, and other public purposes that has been established to develop, implement, and support programs, projects and activities designed to stimulate, foster, coordinate, plan, improve and encourage economic development and reinvestment in the Richmond Highway Corridor; and
- R-2 The Board of Directors of the SFDC (the “SFDC Board”) is comprised of thirteen (13) voting members and has been established to oversee the operation of the SFDC. SFDC Board members shall have backgrounds and/or interest in revitalization; and
- R-3 The SFDC The members of the County Board from the Mt. Vernon and Franconia Districts shall each have a right to appoint from their respective districts two (2) members to the SFDC Board. The Mt. Vernon Council of Citizens’ Associations and the Franconia District Association of Civic Organizations each shall have a right to appoint to the SFDC Board from their respective membership’s one (1) member, and the Mt. Vernon-Springfield Chamber of Commerce shall have the right to appoint from its membership one (1) member. To the extent possible, these appointed members shall have backgrounds and interest in revitalization. All other members shall be selected as determined by the SFDC Board, and shall have professional backgrounds in economic development, business, marketing, planning, transportation, urban design, banking, real estate, and/or similar professions that can aid SFDC in working toward achieving its revitalization objectives; and
- R-4 The SFDC is a combined effort between the resident and the business communities in the Richmond Highway area; and
- R-5 The SFDC is an independent, separate, legal entity from the County Board or the Fairfax County, Virginia government; and
- R-6 The SFDC’s primary partner in Fairfax County is the Department of Planning and Development (“DPD”); additional County-funded departments and organizations such as the Department of Transportation (“DOT”), Land Development Services (“LDS”), Department of Economic Initiatives (“DEI”), and the Fairfax County Economic Development Authority (“EDA”) will function as collaborative partners to effect revitalization of the Richmond Highway Corridor in accordance with the Comprehensive Plan; and,
- R-7 The County Board approves of the purposes for which the SFDC was formed and desires to see that its purposes are achieved; and
- R-8 The Richmond Highway Corridor between the Beltway and Fort Belvoir has a unique history and presents unique problems which require innovative solutions; and

R-9 The County Board is authorized pursuant to Va. Code Ann. § 15.2-953 (LNMB Supp. 2010) to make contributions of public funds and property to charitable organizations such as the SFDC; and

R-10 Both the County Board and the SFDC desire to establish the framework within which contributions from the County Board to the SFDC shall be accepted and utilized.

NOW THEREFORE, in consideration of the mutual agreement of the parties hereto and in return for any contributions the County Board may make to the SFDC, both the County Board and the SFDC agree as follows:

A. Marketing and Promotion

1. The SFDC agrees to develop and implement marketing and promotion programs aimed at improving the image and increasing public awareness of Richmond Highway as a place to do business, invest, develop, reside, shop, and enjoy its amenities, and, as a result, increase its market share.
2. The SFDC agrees to promote development opportunities along the Richmond Highway Corridor, with an emphasis on areas incentivized for reinvestment and economic growth.

B. Business Recruitment, Promotion and Retention

1. The SFDC agrees to pursue the attraction of new businesses to the Richmond Highway Corridor, especially retail supportive of new development, and to actively work to promote and retain existing businesses.

C. Assistance to Developers and Businesses

1. The SFDC agrees to provide information and assistance within its capacity to property owners, prospects, business owners and developers seeking to build or improve properties along the Richmond Highway Corridor.
2. The SFDC agrees to coordinate with financial institutions to assist businesses and property owners to obtain capital for reinvestment and property improvements.
3. The SFDC agrees to provide guidance and assistance to parties in accessing and utilizing information and services available from Fairfax County and private sources, and to direct such parties to the applicable County staff as appropriate for further assistance, information and services.
4. The SFDC agrees to review initiatives by landowners and developers aimed at improving the appearance, character, and economic health of the Richmond Highway Corridor. Initiatives and projects deemed to be supportive of revitalization objectives may be considered by the SFDC Board for formal support.

D. Community Appearance, Planning, and Urban Design

1. Unless otherwise authorized by the County Board, the SFDC shall comply with all

applicable laws and regulations of Fairfax County, the Commonwealth of Virginia, and the United States Government, including all established Fairfax County procedures for obtaining: (i) changes to the Comprehensive Plan; (ii) changes to the County Code; (iii) rezonings, special exceptions and special permit uses; and (iv) site plan reviews and permits,

2. The SFDC Executive Director, the Director of the DPD and the Director of the Department of Public Works and Environment Services (DPWES) or their designees shall inform each other of any active projects within the SFDC program area where a party is seeking: (i) a change to the Comprehensive Plan; (ii) a change to the County Code; (iii) approval of a rezoning, special exception and/or special permit use; or (iv) approval of a site plan or building permit. In addition, the SFDC shall invite DPD, DOT and the Community Revitalization Section (CRS) of DPD to be a part of any vision planning and/or discussions related to changes to the Comprehensive Plan initiated by the SFDC and shall communicate with the Mt. Vernon District and Franconia District Supervisors to keep them apprised of any such efforts.
3. The SFDC, the CRS, the DPD, and other applicable County Departments shall work closely together regarding any urban design plans that the organizations should undertake, including but not limited to traffic and transportation studies, location-specific urban design plans and guidelines, place-making projects, and the wayfinding sign program.
4. The SFDC shall seek to improve the appearance and image of the Richmond Highway corridor through its programs and policies.
5. The SFDC shall not seek to obtain through litigation, approval for requests previously sought from, but denied by, the County Board.

E. Plan of Work

The SFDC agrees to maintain and at least biennially review a plan of work, which identifies its goals, objectives, major projects, sources of funding and estimated timelines. Such work plan shall be coordinated with the Mt. Vernon and Franconia District Supervisors and the CRS.

F. Tax Exempt Status

The SFDC shall comply with all requirements of the Internal Revenue Service so as to remain an approved 501 (c) (3) charitable tax-exempt corporation.

G. Eligible Uses of Funds

All funds the County Board may elect to make available to the SFDC hereunder shall be for corporate operations and projects initiated and carried out by the SFDC to improve the Richmond Highway Corridor in accordance with the goals and objectives as set forth in this Memorandum of Understanding and the SFDC's Articles of Incorporation.

H. Annual Budget Preparation and Approval

The SFDC shall prepare an annual budget and submit its funding request to the County Board for approval.

I. Supplemental Funding

The SFDC shall endeavor to augment contributions made to it by the County Board through the following activities:

1. The SFDC will, in coordination with the applicable Fairfax County departments, identify, evaluate and pursue federal, state, local and private grant and loan opportunities that may be available for revitalization projects, programs, and activities.
2. The SFDC will endeavor to supplement County Board contributions by developing alternative revenue streams funded by private sector parties.

I. Reporting

The SFDC Executive Director shall submit on a quarterly basis to the Mt. Vernon and Franconia District Supervisors, the Director of the DPD, CRS, and the SFDC Board a report of activities. Each year, within four months of the close of its Fiscal Year, the SFDC shall submit to the aforementioned parties an Annual Report containing financial and other information identifying and describing the accomplishments of the SFDC and the status of projects undertaken by the SFDC; such report shall be in sufficient detail and description to enable the County Board to evaluate the SFDC's effectiveness and success in achieving its goals and objectives to revitalize the Richmond Highway Corridor.

J. County Officials or Employees as Directors, Employees or Officers

No County officer, employee, member of the County Board or member of the County Board's staff shall be an officer or employee of the SFDC Board. Members of Fairfax County boards, commissions and authorities, however, may be directors, officers, and employees of the SFDC provided they are not within the categories of prohibited persons listed above and provided that no compensation is paid by the SFDC to any such director, officer or employee.

K. Conflict

1. The terms of the State and Local Government Conflict of Interests Act ("the Conflicts Act"), Va. Code Ann. §§ 2.2-3100 – 2.2-3131, as amended, are incorporated herein by reference and all directors, officers, and employees of the SFDC shall comply with those terms.
2. Directors, officers, and employees of the SFDC shall file, as a condition to assuming or holding office or employment, a disclosure statement of economic interests in the Richmond Highway Commercial Revitalization District and other such information as required by law or requested by the County Board, the County Board's Designees or applicable Fairfax County agencies.

L. Dissolution

Upon dissolution or other termination of the SFDC, all outstanding fund balances or assets derived from Fairfax County appropriations shall be transferred to the Fairfax County government. All other fund balances and assets shall be disbursed for purposes permitted under the SFDC's Articles of Incorporation in accordance with instructions from the SFDC Board, all applicable laws and regulations.

M. Additional Conditions

1. The SFDC shall abide by any conditions imposed by the County Board with respect to any contribution made by the County Board to the SFDC.
2. This Memorandum shall not be abrogated, changed or modified without the consent of the SFDC and the County Board.
3. This Memorandum shall not be construed to abrogate the statutory responsibility of the County Board.
4. At least as often as each four (4) years, the County Board and the SFDC shall review the Memorandum to determine whether any changes in the agreement are desired or if the Memorandum should be terminated.
5. This Memorandum shall continue to be in effect until (June 30, 2027) unless terminated by the County Board before that date.
6. SFDC shall comply with the Virginia Freedom of Information Act, Va. Code Ann. §§ 2.2-3700 – 2.2-3714, as amended.

N. Notice

Notices hereunder and reports and other documents to be furnished to either party in accordance with the terms herein shall be given in writing only directed to the following addresses:

1. If to the SFDC:

Southeast Fairfax Development Corporation
8350 Richmond Highway, Suite 123
Alexandria, VA 22309

2. If to the County Board:

County Executive
12000 Government Center Parkway
Suite 552
Fairfax, VA 22035

And

Office of the County Attorney of Fairfax County
12000 Government Center Parkway
Suite 549
Fairfax, VA 22035
Attn: County Attorney

Every such notice shall be deemed to have been given on the date on which it is received or refused by the party to whom it is sent. Any changes of address shall be given in accordance with the terms herein, and shall not be effective until ten (10) days after the date received.

ACTION - 2

Approval of a Parking Reduction for the Redevelopment of the West Falls Church Metro Station Site (Dranesville District)

ISSUE:

Board of Supervisors' (Board) approval of a 34 percent reduction for the redevelopment proposal located on 2023 Tax Map Number 040-3 ((1)) 83 & 84 and 040-4 ((1)) 13, Dranesville District.

RECOMMENDATION:

The County Executive recommends that the Board approve an amended parking reduction, pursuant to Subsection 6100.6.B.(1) (a) of the Zoning Ordinance, based on an analysis as demonstrated in the parking study #PKS-2022-00001, subject to the conditions in Attachment I.

TIMING:

Board action is requested on June 27, 2023.

BACKGROUND:

The proposed parking reduction is associated with anticipated redevelopment of property owned by the Washington Metropolitan Area Transit Authority (Metro) adjacent to the West Falls Church Metrorail station. The site was the subject of a Fairfax County Comprehensive Plan amendment and a subsequent rezoning proposal (RZ-2022-DR-00006) to designate this area as Transit Oriented Development (TOD) district and allow redevelopment in conformance with the planned densities for the site.

The applicant is requesting an overall parking reduction of 34%. The chart below details reductions for individual uses within the development.

The primary reasons for supporting this reduction include:

1. Proximity to Metrorail
 - The proposed development is within 1/8 mile of the station entrance, thereby providing convenient access to residents and employees to walk and bike to use rail transport.

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June 27, 2023

- Metrobus serves the rail station providing transit connectivity to other areas of the county and the City of Falls Church.
- With access to rail transit and pedestrian, bicycle, and transit connectivity to local businesses and activities, this allows people to own less or no autos, diminishing parking demand.

The proposed parking supply is appropriately sized for a development that is immediately adjacent to Metrorail. The intent of commuter rail is a reduction of auto trips and parking demand. Fairfax County has invested heavily in rail and rail development. Providing excessive parking is an inducement to auto travel and defeats the benefits and opportunities to be gained with rail-related development.

2. Local Parking Impacts

- Parking is controlled by fees at the Virginia Tech site adjacent to the proposed development.
- The adjacent Pavilion apartment/condominium site has a vehicle towing policy to control parking.
- The single-family development communities near the Metro station site have a permit parking district to control overflow parking. If significant spillover parking occurs overnight, the restriction times can be amended.

Given the individual and community site parking controls in place, the proposed parking reduction is not expected to impact the surrounding area. However, if problems arise, the approval conditions provide a remedy by requiring a parking utilization study and corrective actions for identified problems.

Table 1. Comparison of Ordinance Required and Proposed Parking for the West Falls Church Metro Station Site

Use	No. of Units	Rate Required by Ordinance	Ordinance Required Parking	Proposed Parking Rate	Proposed Minimum Number of Spaces	Proposed Reduction
Multifamily Apartments	579 1-bedroom units	1.3 spaces/unit	753 spaces	0.75 spaces/unit	435 spaces	42%
	231 2-bedroom units	1.5 spaces/unit	347 spaces	0.90 spaces/unit	208 spaces	40%
Townhomes	49 units 14 & 20 feet wide	2.7 spaces/unit	133 spaces	2.0 spaces/unit	98 spaces	26%
	41 units 16 feet wide	2.7 spaces/unit	111 spaces	1.5 spaces/unit	62 spaces	44%
Office	110,000 GSF	2.0 spaces/1,000 GSF	220 spaces	2.0 spaces/1,000 GSF	220 spaces	0%
Retail	10,000 GSF	3.44 spaces/1,000 GSF	35 spaces	3.0 spaces/1,000 GSF	30 spaces	13%
Totals			1,599 spaces		1,053 spaces	34%

This recommendation reflects a coordinated review by the Department of Planning and Development, Office of the County Attorney and Land Development Services (LDS).

EQUITY IMPACT:

The proposed reduction supports a quality-built environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner. This includes mixes of land use that protects existing stable neighborhoods and green spaces, supports sustainability, supports a high quality of life, and promotes employment opportunities, housing, amenities, and services for all people. It also promotes a healthy and quality environment to live and work in that acknowledges the need to breathe clean air and to drink clean water now and for future generations. Further, it is consistent with a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the

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principles associated with sustainability, diversity, and community health.

The proposed reduction addresses these values by being a component of an effort to reduce auto travel and enhance environmental benefits by de-emphasizing ample, free parking. Providing parking utilizes land resources that could be better used to provide more compact, walkable development. When walkable locales are provided, behavioral changes occur that support use of non-auto travel modes such as walking and micromobility devices, examples include bicycles and scooters. Reducing incentives to drive because parking is freely available reduces emissions, which is the primary source of pollution in our region.

At this site, rail transit facilities will be available within walking distance of the apartment building. Also, retail, dining, employment, and entertainment options are available within one-half mile of the subject site. These options reduce the need for auto ownership and the impacts additional driving can cause to the environment. Further, the subject building is being constructed on an existing surface parking lot, which repurposes impervious surface and creates opportunities for better management of stormwater runoff.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:

Attachment I – Parking reduction conditions dated April 4, 2023

Attachment II – Parking reduction study (PKS-2022-00001) from Gorove Slade dated April 21, 2023

STAFF:

Rachel Flynn, Deputy County Executive

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

Matthew Hansen, P.E., Chief, Site Development and Inspection Division (SDID), LDS

Jeff Vish, P.E., Central Branch Chief, SDID, LDS

Michael Davis, Parking Program Manager, SDID, LDS

ASSIGNED COUNSEL:

Patrick V. Foltz, Assistant County Attorney

PARKING REDUCTION CONDITIONS

April 4, 2023

1. These conditions apply to the applicant for this parking reduction, FCGP-Metro Development, LLC, and their successors and assigns (hereinafter 'applicant') for parcels identified on 2023 Tax Map 040-3 ((1)) 83 (part) & 84 (part) and 040-4 ((1)) 13.

2. Off-street parking for the following uses must be provided at the following minimum parking rates:

1-bedroom multifamily unit – 0.75 spaces per dwelling unit. 2-bedroom multifamily unit – 0.90 spaces per dwelling unit 14- and 20-foot wide townhome units – 2.0 spaces per unit 16-foot wide townhome units - 1.5 spaces per unit

Office – 2.0 spaces per 1,000 square feet of gross floor area (GFA) Retail - 3.0 spaces per 1,000 square feet of GFA

3. Parking for any uses not listed in Condition #2 must be provided at no less than the minimum rates required by the Zoning Ordinance (Ordinance).
4. No earlier than eighteen months and no later than twenty-four months after the issuance of the first occupancy permit for the Phase I multifamily development in conformance with WMATA-West Falls Church Conceptual/Final Development Plan for RZ/FDP 2022-DR-00006, the applicant must submit a parking space utilization study to the Director of Land Development Services (Director). The Director may approve an extension of this time period if the buildings are less than 90 percent occupied during the time period when the study is required to be conducted.
5. The applicant may, at their discretion, utilize rates required by the Ordinance in effect at the time the uses are established.
6. A minimum of 1 space per 1,000 square feet of non-residential GFA will be provided as shared parking and a maximum of 1 space per 5,000 square feet of non-residential GFA may be made available for reserved parking.
7. The conditions of approval of this parking reduction must be incorporated into any related site plan submitted to the Director of Land Development Services (Director) for approval.
8. The applicant must submit a parking space utilization study for review and approval by the Director promptly upon request by the Zoning Administrator or the Director at any time in the future. Following review of that study, or if a study is not submitted within 90 days after its request, the Director may require alternative measures to satisfy the on-site parking needs of the property. Such measures may include, but are not limited to, compliance with the full parking requirements specified in the Ordinance.
9. All parking utilization studies prepared in response to a request by the Zoning Administrator or the Director must be based on applicable requirements of The Code of the County of Fairfax, Virginia, and the Ordinance in effect at the time of the study's submission.
10. All parking provided must comply with the applicable requirements of the Ordinance and the Fairfax County Public Facilities Manual, including the provisions referencing the Americans with Disabilities Act and the Virginia Uniform Statewide Building Code.

11. These conditions of approval are binding on the applicant and must be recorded in the Fairfax County Land Records in a form acceptable to the County Attorney.

Parking Reduction Study

WMATA - West Falls Church

Fairfax County, Virginia

April 21, 2023

Prepared for:

FCGP-Metro Development, LLC

GOROVE SLADE
Transportation Planners and Engineers

Prepared by:



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Introduction

The proposed WMATA - West Falls Church redevelopment is requesting a parking reduction. This study provides justification for a parking reduction based on the site's **proximity to mass transit** and Section 6100.6.B of the Fairfax County Zoning Ordinance. The site is located south of Interstate 66, northeast of Falls Church Drive, and northwest of West Falls Station Boulevard (formerly Metro Access Road) in the Dranesville Supervisor District of Fairfax County, Virginia. The site is located in the Pimmit Community Planning Sector of the McLean Planning District, and the West Falls Church Transit Station Area. The site is adjacent to the West Falls Church Metro Station as shown in Figure 1.

The existing site is currently occupied by the WMATA parking garage that is to remain, surface parking, Kiss & Ride spaces, bus loop, and bicycle parking. The proposed redevelopment includes up to 90 townhomes, 810 multifamily units, 10,000 SF of retail, and 110,000 SF of office. Site access is planned to be provided via Falls Church Drive and West Falls Station Boulevard as shown on the CDP in Figure 2.



Figure 1: Site Location

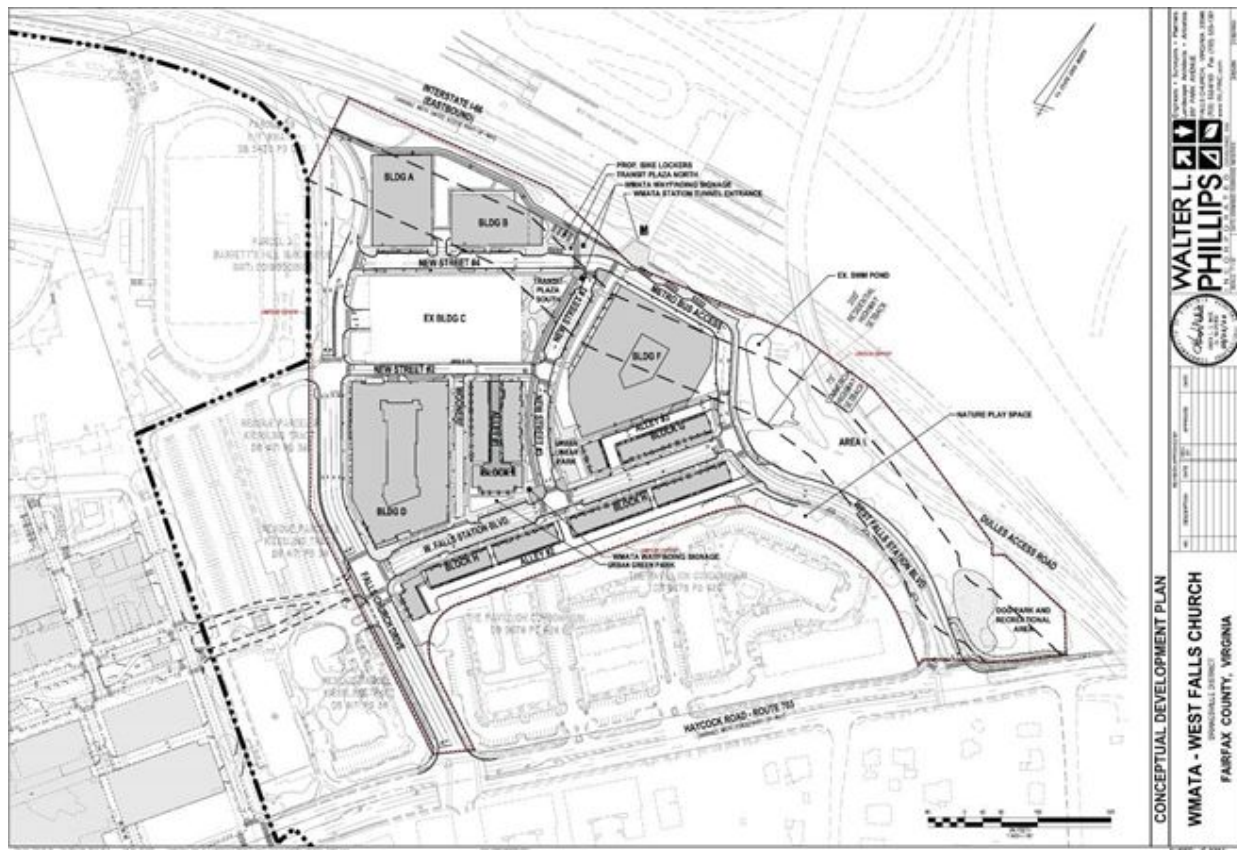


Figure 2: Conceptual Development Plan (prepared by Walter L. Phillips, Inc.)

Proximity to Mass Transit Reduction Request

The WMATA - West Falls Church redevelopment requests a parking reduction based on the site's proximity to mass transit and Section 6100.6.B of the Fairfax County Zoning Ordinance. A mode shift from single-occupancy vehicle (SOV) travel to transit can be expected for developments that are close to mass transit. Section 6100.6.B of the Zoning Ordinance states the following:

- "1. The Board may reduce the number of required off-street parking spaces, subject to appropriate conditions, when a proposed development is within:*
- 12. Reasonable walking distance to a mass transit station that either exists or is programmed for completion within the same time frame as the completion of the subject development;*
- 13. An area designated in the Comprehensive Plan as a Transit Station Area;*
- 14. Reasonable walking distance to an existing transportation facility consisting of a streetcar, bus rapid transit, or express bus service or such a facility that is programmed for completion within the same timeframe as the completion of the subject development and will provide high-frequency service; or*
- 15. Reasonable walking distance to a bus stop(s) when service to this stop(s) consists of more than three routes and*

at least one route serves a mass transit station or transportation facility and provides high-frequency service.”

The site is adjacent to the existing West Falls Church Metro Station on the Orange Line, and the site is within the West Falls Church Transit Station Area.

The site is also served by two (2) bus routes with four (4) bus stops within a quarter mile. A bus loop is located on the south side of the West Falls Church Metro Station. The existing transit facilities in the vicinity of the site are shown in Figure 3. While the specific design of these facilities will be modified with the proposed redevelopment of the Property, all transit facilities will remain to serve the development and surrounding communities.

The existing transit services serving the site satisfy the conditions required for a parking reduction, as per Section 6100.6.B of the Fairfax County Zoning Ordinance. The future on-site parking demand can be accommodated by fewer than the Ordinance- required parking spaces because of the site's proximity to the West Falls Church Metro Station.

A parking reduction would not adversely affect the site or the adjacent area. Supporting justification for the proposed parking reduction is provided in subsequent sections of this study.



Figure 3: Existing Transit Facilities

Existing Parking Supply

The existing WMATA - West Falls Church site is occupied by the WMATA parking garage that is to remain, surface parking, Kiss & Ride spaces, bus loop, and bicycle parking. The West Falls Church Metro Station riders currently park in the existing six (6) level parking garage and surface parking.

Future Parking Supply

The proposed WMATA - West Falls Church redevelopment includes up to 90 townhomes, 810 multifamily units, 10,000 SF of retail, and 110,000 SF of office. The redevelopment is anticipated to be completed in three (3) phases with final build-out in 2032. The County's required parking ratios and the site's proposed parking ratios are shown Table 1. No reductions will be made to the required number of handicap spaces. The office building and each multifamily building will have its own parking garage.

The proposed parking supply ratios are detailed below. It is noted that the Applicant is not requesting a parking maximum and additional parking may be provided at the Applicant's discretion.

- The proposed parking supply ratio for the multifamily units is 0.75 spaces per 0- or 1- bedroom unit and 0.9 spaces per 2 bedroom unit; therefore, up to 642 parking spaces will be provided for the future multifamily units.
- The proposed parking supply ratio for the townhomes is 2.0 spaces per 14' or 20' unit and 1.5 spaces per 16' unit; therefore, 160 parking spaces will be provided for the future townhomes.
- The proposed parking supply ratio for the office is 2.0 spaces per 1,000 SF; therefore, 220 parking spaces will be provided for the office.
- The proposed parking supply ratio for the retail is 3.0 spaces per 1,000 SF; therefore, 30 parking spaces will be provided for the retail.

The final parking supply will fluctuate based on final unit count, not to exceed the maximum units described herein, but the parking ratio will be constant. The proposed parking supply is shown in Table 1, and the proposed parking layout is shown on Figure 4.

Table 1: Proposed Parking Supply

Land Use	Development Size	Zoning Ordinance		ADA Requirement	Proposed Parking				Difference from ZO
		Required Minimum Ratio	Required Spaces	Required Accessible Spaces	Proposed Minimum Ratio	Proposed Spaces	Proposed Standard Spaces	Proposed Accessible Spaces	
Multifamily Units ¹	810 DU								
0 or 1 bedroom	579 DU	1.3 /DU	753	-	0.75 /DU	434	-	-	-42%
2 bedrooms	231 DU	1.5 /DU	347	-	0.9 /DU	208	-	-	-40%
Townhomes	90 DU								
14' or 20'	49 DU	2.7 /DU	132	-	2.0 /DU	98	-	-	-26%
16'	41 DU	2.7 /DU	111	-	1.5 /DU	62	-	-	-44%
Office	110,000 SF	2.0 /1,000 SF	220	-	2.0 /1,000 SF	220	-	-	0%
Retail	10,000 SF	3.44 /1,000 SF	35	-	3.0 /1,000 SF	30	-	-	-14%
Total			1,598	26		1,052	1026	26	-34%

¹ Assumes 71% of units are 0 or 1 bedroom and 29% of units are 2 bedroom. Final mix to be determined at Site Plan.

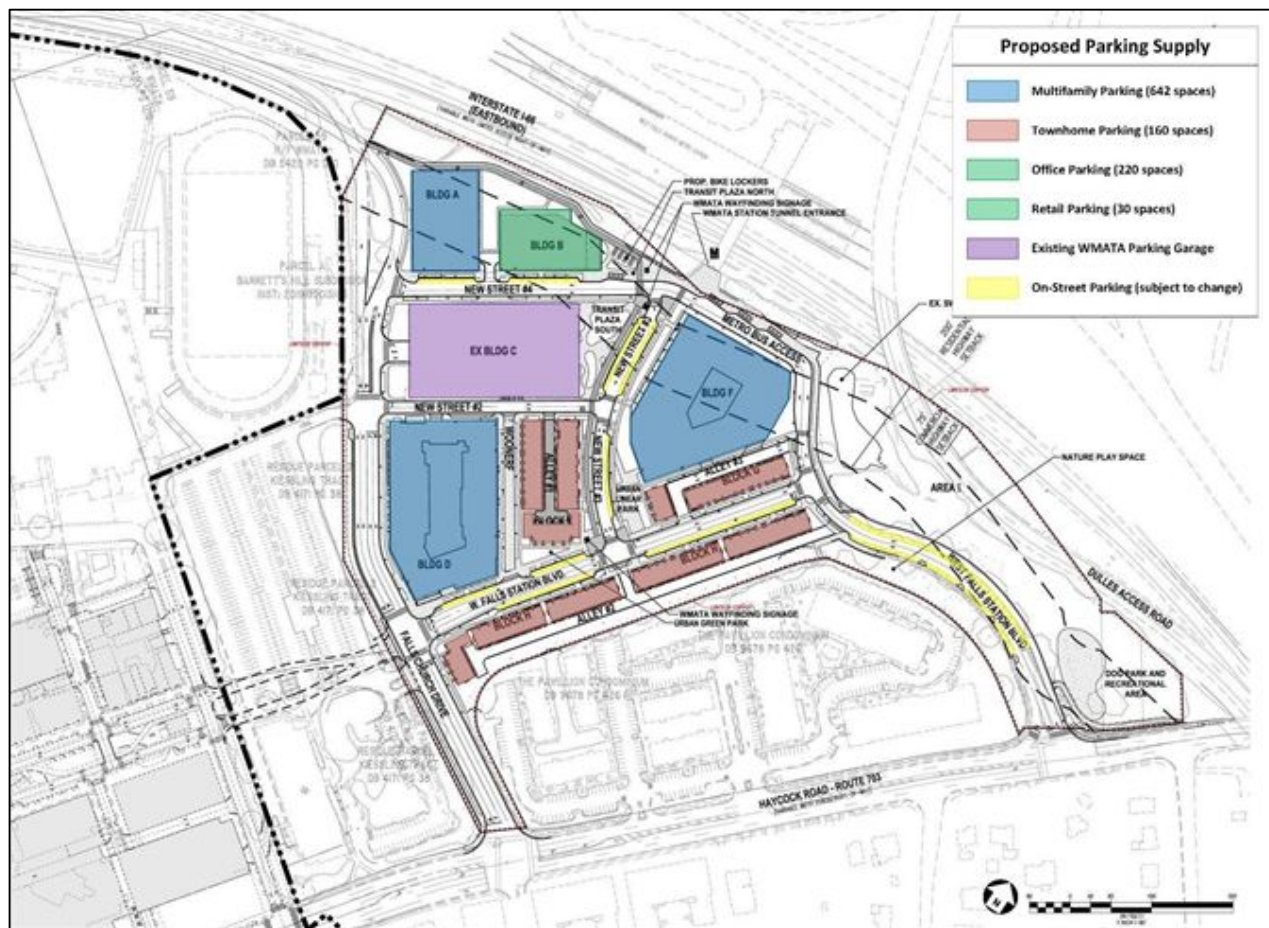


Figure 4: Proposed Parking Layout

While WMATA provides parking for transit riders, there will be opportunities to address parking overflow from the multifamily building with excess Metro parking. Even with a planned reduction of the Metro parking from 2,009 spaces to 1,350 spaces, there will still be excess capacity. Prior to COVID, WMATA projected 1,200 spaces could accommodate parking demand through the year 2045. WMATA retained the 1,350 spaces and the ability to expand parking on the side, if needed.

As part of its analysis for a recent Compact Public Hearing about the West Falls Church Joint Development project, WMATA engaged a consultant to evaluate maximum demand on the site of transit and private uses. With both the planned reduction of transit parking capacity and the planned construction of private garages, there was ample capacity to address all parking needs on the site. While at the time of the study WMATA indicated it was open to sharing arrangements, current plans to not contemplate use of the Metro parking to address any of the private development's needs.

However, should the demand for parking exceed that projected by the developer for its project,

excess transit parking could be used both formally and informally. Visitor parking would likely be addressed informally. There is no prohibition of non-transit riders using Metro parking. Multifamily visitors could utilize the Metro parking garage or surface lot at any time of the day but would be charged when exiting during WMATA's regular parking hours of operation. Currently, WMATA does not charge during weekends or on federal holidays. WMATA may consider non-rider fees in the future for its parking facilities, which would be higher than those fees charged to Metrorail riders. WMATA would also consider additional management measures if needed to ensure private uses of the parking do not interfere with Metro customer access. In the case of visitor parking, there is a lower

potential of conflicts. Peak visitor parking demand for the multifamily building is expected in the evenings and weekends when demand for transit parking is at its lowest.

WMATA could also consider formal arrangements to provide parking for the development. WMATA leases spaces in its parking facilities, if not needed for commuters. WMATA would consider a lease at West Falls Church to the multifamily building owner after determining there is sufficient excess capacity at the time and after consultations with Fairfax County to address any development conditions.

Parking Reduction Request

Residential (Multifamily)

Fairfax County's Zoning Ordinance requires a minimum rate of 1.3 spaces per 0- or 1-bedroom residential unit and 1.5 spaces per 2 bedroom residential unit.

A 41.6 percent reduction to a ratio of 0.75 spaces per 0- or 1- bedroom unit and 0.9 spaces per 2 bedroom unit is requested for the required residential (multifamily) parking based on the site's proximity to mass transit (Zoning Ordinance Section 6100.6.B).

Residential (Townhomes)

Fairfax County's Zoning Ordinance requires a minimum rate of 2.7 spaces per single family attached unit (townhome).

A 34.2 percent reduction to a ratio of 2.0 spaces per 14' and 20' units and 1.5 spaces per 16' unit is requested for the required residential (townhomes) parking based on the site's proximity to mass transit (Zoning Ordinance Section 6100.6.B).

Office

Fairfax County's Zoning Ordinance requires a minimum rate of 2.0 spaces per 1,000 SF for office located less than 0.25 miles from a metro station entrance along an accessible route.

No reduction is requested for the office parking.

Retail

Fairfax County's Zoning Ordinance requires a minimum of 3.44 spaces per 1,000 SF (80 percent of the parking rate established in Table 6100.1).

A 14.3 percent reduction to a ratio of 3.0 spaces per 1,000 SF is requested for the required retail parking based on the site's proximity to mass transit (Zoning Ordinance Section 6100.6.B).

Supporting Justification

Nearby Services and Destinations

There are numerous services and destinations within the vicinity of the site that are easily accessible via walking, biking, or public transit. These destinations include the following:

- Grocery
 - Giant Food (0.4 miles)
 - Future grocer at the corner of Haycock Road and Leesburg Pike

- Transit accessible (will reach destination in less than 15 minutes via 28A Metrobus) – Whole Foods Market, Trader Joe's, Harris Teeter
- Fitness
 - Recreational facilities will be provided for residents on-site
 - Meridian High School (0.2 miles) – Amenities include a track, tennis courts, and outdoor fields that are open to the public outside of school hours
 - Transit accessible (will reach destination in less than 15 minutes via 28A Metrobus) – Orangetheory Fitness, Burn Boot Camp, Capstone Performance Training, CorePower Yoga, CYCLEBAR
- Health and Pharmacy
 - Dental Care: Falls Church Modern Dentistry and Falls Church Dental Care (0.5 miles)
 - Medical Care: Family medicine (0.6 miles)
 - Emergency Room (3.3 miles west on Leesburg Pike)
 - Pharmacy: Giant Pharmacy (0.4 miles) and CVS Pharmacy (0.5 miles)
 - Beauty salon (0.6 miles) and barber (0.9 miles)
 - Transit accessible (will reach destination in less than 15 minutes via 28A Metrobus) – Patient First Primary and Urgent Care
- Shopping and Entertainment
 - New music/entertainment space in City's West Falls Development
 - Transit accessible (will reach destination in less than 15 minutes via 28A Metrobus) – Tysons Corner Shopping Center (stores, restaurants, movie theater), Bowl America
 - Metro Orange line accessible (destinations that will not require transferring lines)
 - Ballston (2 stops to shops, restaurants, movie theater)
 - Clarendon (4 stops to restaurants and bars)
 - Smithsonian museums, Capital One Arena
 - The State Theater (1.8 miles)
 - Capital One Hall and The Perch (3.9 miles)
- Restaurants
 - Countless restaurants of all cuisines and price ranges easily accessible via walking, bicycling, bus, or Metro
- Churches
 - More than 10 churches within a 2-mile radius
- Mail/Shipping
 - UPS Store (0.8 miles)
 - USPS (1.1 miles)

Existing WMATA Parking Garage

WMATA's existing parking garage at the West Falls Church Metrorail Station is located within the redevelopment site. Parking spaces in this garage are available to the public for a fee during weekdays and at no cost on weekends and federal holidays.

It should be noted that Fairfax County's *Parking Reimagined* initiative proposes to add a parking reduction mechanism by which on-site parking can be reduced when “commercial public off-street parking is located within 1,000 feet walking distance of the site.” This language is included in the Recommended Zoning Ordinance Section 6100.6.E(3).

Existing Parking Restrictions in Nearby Neighborhoods

Due to existing provisions in place to prevent overflow parking in adjacent neighborhoods, residents and visitors are discouraged from parking off-site as it would result in being ticketed or towed. Existing provisions exist for the adjacent neighborhoods and include the following:

1. The Villages and Pavilion – resident parking only signs with towing notices
2. Falls Plaza Condos – resident parking only signs with towing notices
3. Gates at West Falls Condos – resident parking only signs with towing notices
4. Existing Fairfax County Residential Permit Parking Districts (RPPDs) Restricted Streets
 - a. Permits required 9:00 AM to 5:00 PM Monday through Friday on the following roads: Grove Avenue, Birch Street, Highland Avenue, Mount Daniel Drive, Willow Street, Sycamore Street, Grayson Place, Westwood Place
 - b. Permits required 8:00 AM to 3:30 PM School Days on Gordons Road

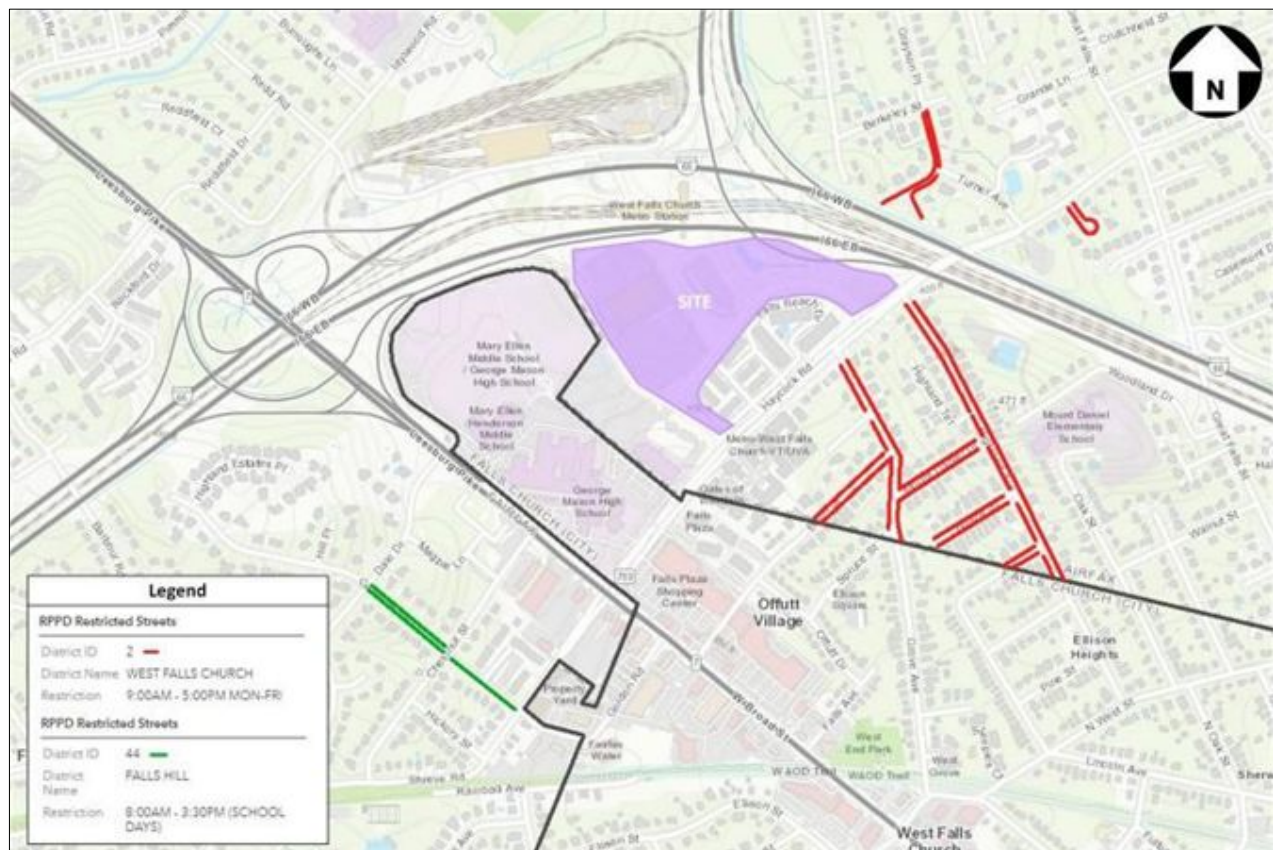


Figure 5: Existing Fairfax County RPPDs

Similar Use Data

There are a number of residential developments in the area that have requested and/or had parking reductions approved. Other developments have conducted parking utilization studies to determine the actual parking demand observed. Some comparable developments and their parking ratios are described below:

1. The Somos site is located at 1750 Old Meadow Road and is planned to consist of up to 460 affordable housing units. The site is located approximately 0.4 miles from the McLean Metro Station. Staff recommends approval of the request for 0.9 spaces per unit that is being proposed in the parking reduction study that is currently under review. This site is approximately twice the distance from the metro compared to the proposed multifamily buildings in this application.
2. The Bartlett site is located at 520 12th Street South in Arlington County and consists of 699 multifamily residential units. The site is located approximately 0.2 miles from the Pentagon City Metro Station and less than a mile from single-family residential neighborhoods. Based on counts collected September 2017, the observed residential parking demand ratio is 0.76 spaces per unit.
3. The 301 W. Broad Street site is located in the City of Falls Church and consists of a 60,000 SF grocery store, 3,470 SF of retail, and 285 multifamily residential units. The site is located approximately 1.6 miles from the West Falls Church Metro Station, 1.2 miles from the East Falls Church Metro Station, and is adjacent to a townhome community. The site was approved at a parking rate of 1.0 spaces per 310 SF for the retail use and 1.3 spaces per unit for the residential use, which is an overall reduction of 21 percent from the City of Falls Church Zoning Ordinance requirements. Based on current occupancy data, the 301 W. Broad Street development has 224 residential parkers who pay for 285 units, which is a 0.79 spaces/unit ratio. There are 393 bedrooms in the building, which equates to a 0.57 spaces/bedroom ratio.
4. Background Study: *Parking and Trip Generation in Multifamily Residential Developments in Fairfax County, VA*, September 2016, prepared by Nelson\Nygaard.
 - a. The average number of occupied parking spaces per bedroom was 0.73 based on parking utilization data collected at four (4) different residential buildings within Fairfax County located approximately 0.5 miles or less from a metro station.
 - b. It should be noted that approximately 60 percent of the units from the Nelson\Nygaard study were two (2) bedrooms or more, whereas 71 percent of the units in the WMATA – West Falls Church development will be one (1) bedroom or less.
 - c. Three of the four buildings in this study provided free parking to residents, whereas residents will have to pay for a parking space in the proposed multifamily units thereby disincentivizing parking demand.

Transportation Demand Management

This parking reduction request is **not** based on Transportation Demand Management (TDM) measures; however, a TDM program will be included with the Proffers for this site and further justifies the request for a parking reduction. The strategies included in the TDM Plan will work together to provide transportation options to residents, employees, and visitors of the development, and the proposed development will benefit from the elements of the TDM Plan as outlined below.

Recommended TDM Goals

The Comprehensive Plan Amendment for the West Falls Church Transit Station Area (TSA) adopted July 13, 2021, states the following:

“Road improvements, public transit improvements and Transportation Demand Management (TDM) goals at the high end of the trip reduction range or beyond are recommended for the [Transit Development Area]. Careful planning and

implementation efforts are required to successfully reduce peak hour vehicle trips. Reductions in traffic volumes contribute to improved livability, walkability, and bikeability through more efficient use of the multi-modal transportation system. Development proposals should commit to reduce vehicle trips during peak travel times through the use of TDM strategies per the Fairfax County Comprehensive Plan, Transportation Policy Element and Fairfax County TDM Guidelines. Trip reductions for commercial and residential developments within the TSA should meet or exceed the higher end of the range as outlined in the Fairfax County TDM Guidelines. These TDM efforts include (but are not limited to) ridesharing programs; bus transit planning and promotion; parking management programs; alternative work schedules and teleworking; and non-motorized connections.”

Given the site’s proximity to the West Falls Church Metro Station, the Applicant will commit to a TDM program to reduce the number of single-occupant vehicle trips by 45 percent. The Applicant will work with staff during the application process to identify strategies to meet the Comprehensive Plan’s Transportation Development Review Performance Objectives.

Walkability

Developments located in areas with significant, high-quality pedestrian and bicycle infrastructure are likely to have a higher rate of non-motorized travel than developments in areas lacking this infrastructure.

The existing site is primarily garage and surface parking, with pedestrian connections to the West Falls Church Metro Station. The overall pedestrian network surrounding the project site is established, with sidewalks on both sides of Haycock Road and a portion of West Falls Station Boulevard, and crosswalks at signalized intersections along Haycock Road as shown in Figure 6.

Future build-out of the WMATA - West Falls Church redevelopment will increase the pedestrian and bicycle connectivity in and around the site and increase pedestrian and bicycle accessibility to and from the West Falls Church Metro Station as shown in Figure 7.



Figure 6: Existing Pedestrian Connectivity (Source: Bike Fairfax)



Figure 7: Proposed Pedestrian and Bike Circulation Plan

In addition to the enhancements shown above, the applicant is committing to construct an off-site, improved pedestrian connection on Haycock Road across the I-66 bridge. This significant infrastructure improvement is important to provide safe access to the metro for Fairfax residents north of I-66. The proposed design is still under review, but a potential version is shown below in Figure 8.

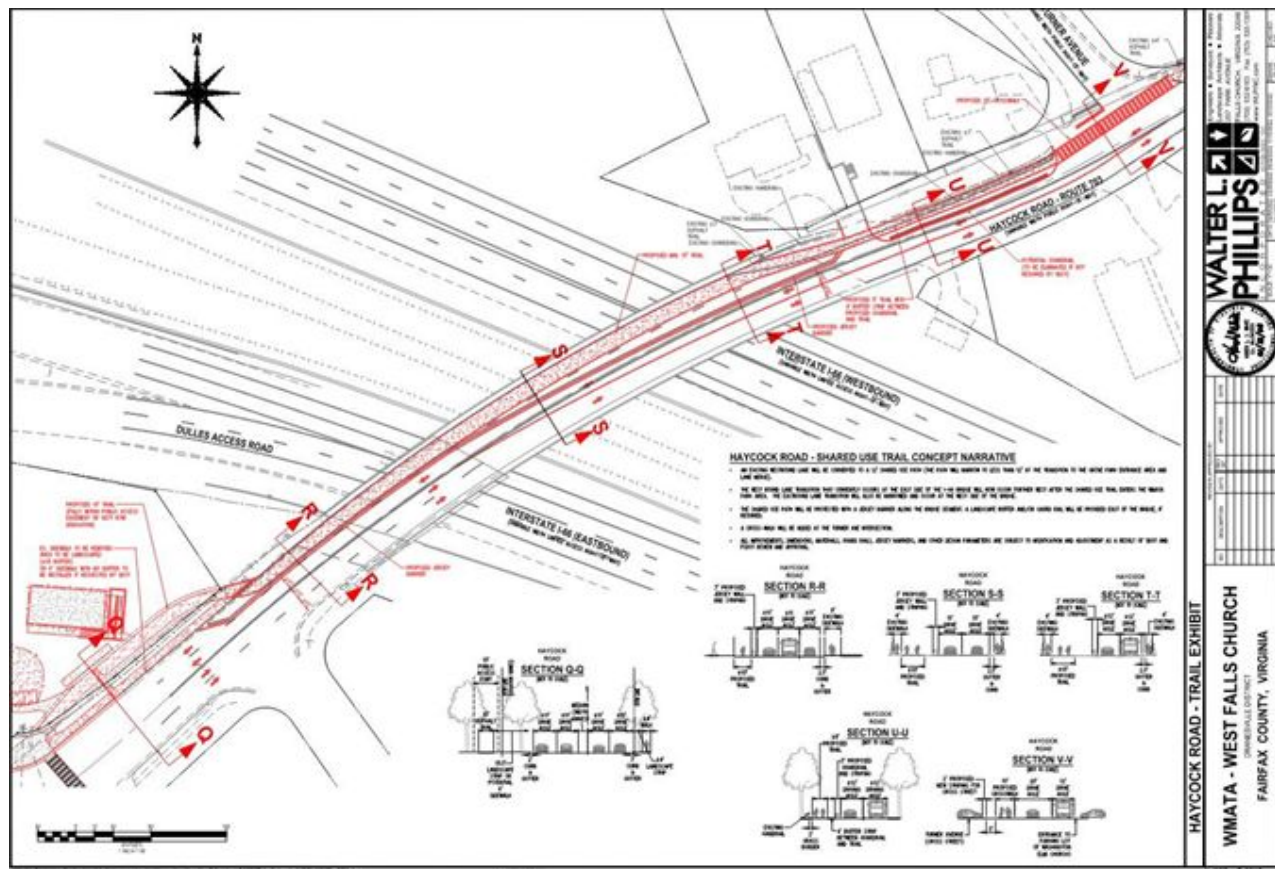


Figure 8: Haycock Road Trail Over I-66

Bikeability

Falls Church Drive and West Falls Station Boulevard are currently described as “Most Comfortable” bicycling routes according to the Fairfax County Bike Map as shown in Figure 9. There is also a shared use path connecting Leesburg Pike to the West Falls Church Metro Station, and the site is approximately 0.5 miles away from the existing W&OD Trail.

The Fairfax County *Countywide Bicycle Master Plan*, approved in October 2014, provides additional detail for the bicycle facilities planned for the area and makes recommendations similar to those in the Comprehensive Plan. The *Countywide Bicycle Master Plan* shows that a shared use path is recommended on Falls Church Drive and a shared roadway is recommended on West Falls Station Boulevard. The County’s Recommended Bicycle Network for the study area is shown in Figure 10.

The proposed redevelopment will accommodate secure, long-term bike parking for residents of the multifamily buildings as well as short-term bicycle parking throughout the site for visitors. Additionally, the proposed redevelopment will have bike paths and on road bike lanes as shown previously in Figure 7. These improvements connect to the greater, planned bicycle network

shown in Figure 10.



Figure 9: Existing Bicycle Facilities (Source: Bike Fairfax)

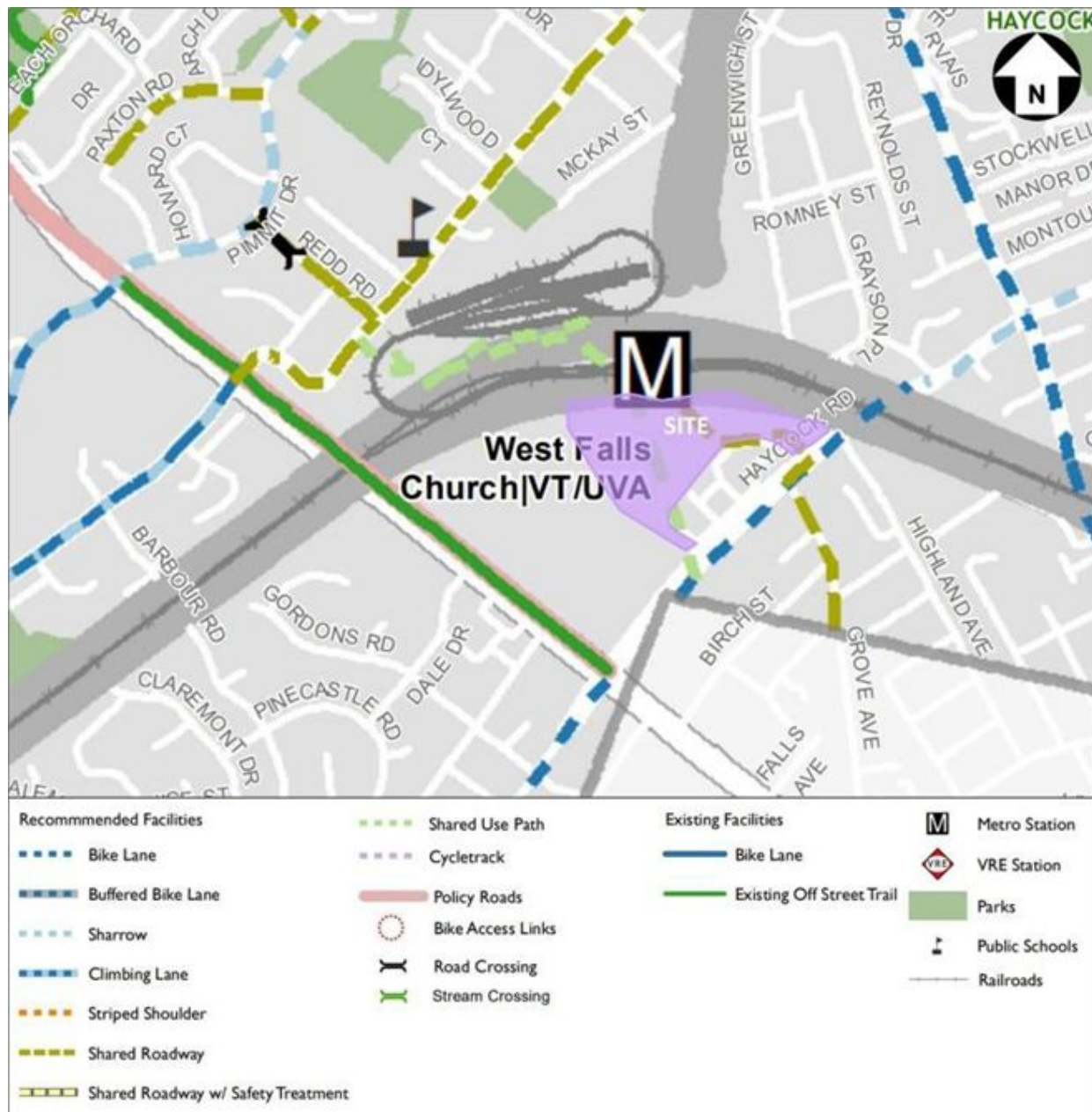


Figure 10: Countywide Bicycle Master Plan (Source: Fairfax County)

Shared Micromobility (Bikeshare and Scootershare)

Shared micromobility options are increasing in the area including traditional and electric bikesharing and electric scooter sharing. According to Bird Rides, Inc that offers electric scooter sharing, “one traditional car parking spot can fit 10 scooters.”

Capital Bikeshare is the District Department of Transportation (DDOT)'s bikesharing program in partnership with multiple jurisdictions in the Washington, DC, metro region and operated by Lyft. Capital Bikeshare allows for users to rent a bike at any time for a single trip and return the bike to any station once finished. Capital Bikeshare is a quick and affordable mode of transportation to commute or run errands. The closest Capital Bikeshare docking station to the site is located at the West Falls Church Metro Station with many other close-by stations located throughout the City of Falls Church.

Capital Bikeshare statistics collected in the 2022 Lyft Multimodal Report are shown in Figure 11. As can be seen by the statistics below, over half of bikeshare users do not own or lease a personal vehicle. Additionally, over half of users use the service to complete errands, and almost half of the users also utilize public transit on a weekly basis.



Figure 11: Capital Bikeshare Data from Lyft's 2022 Multimodal Report

Carsharing

Carsharing services allow members access to vehicles without the need to purchase and maintain their own. As part of the proposed redevelopment, spaces may be made available for carsharing, contingent upon an agreement with a carsharing service. According to *Parking Management Best Practices* (ITE Journal Online, 2008), carsharing can reduce residential requirements 5 to 10 percent if a carsharing service is located nearby.

An example of a local jurisdiction using carsharing to reduce the need for multiple vehicle ownership, or in some cases the need for vehicle ownership at all, is the City of Alexandria's Braddock Road Metro Neighborhood Plan. The Plan recommends that a parking reduction of five (5) spaces for each on-site carsharing space should be allowed within the Braddock Area, not to exceed 20 percent of the total required spaces.

Transit-Oriented Development Car Ownership

According to *Effects of TOD on Housing, Parking, and Travel* (Transit Cooperative Research Program, 2008), transit-oriented development (TOD) households typically own fewer cars because they have smaller households, and because they may forgo "extra" cars due to transit's proximity. TOD households are almost twice as likely to not own any car and own almost half the number of cars of other households.

According to 2021 US Census data, 7.3 percent of households in the Idylwood Census Designated Place (CDP) do not own a car. It is noted that almost all Idylwood CDP households are not within a quarter mile of a Metro Station; therefore, it could be expected that vehicle ownership decreases as people live closer to mass transit. In addition, people living and working in TODs walk more, use transit more and own fewer cars than the rest of their region. Hence, the reduced car ownership for residents of the WMATA - West Falls Church site further supports the proposed parking reduction on site.

Ridesharing

Uber, Lyft, and other similar companies are a form of on-demand ridesharing where users of the app can request a ride and a nearby driver will take you where you need to go. Ridesharing is a convenient and accessible way for riders to request a ride at any time of the day for a multitude of reasons such as commuting to work, going to a vaccine or healthcare appointment, to access entertainment, or to visit family and friends.

The 2022 Rider Economic Impact Report conducted by Lyft for the state of Virginia is shown in Figure 12. As can be seen in this report summary, 36 percent of Lyft users do not own or lease a personal vehicle.

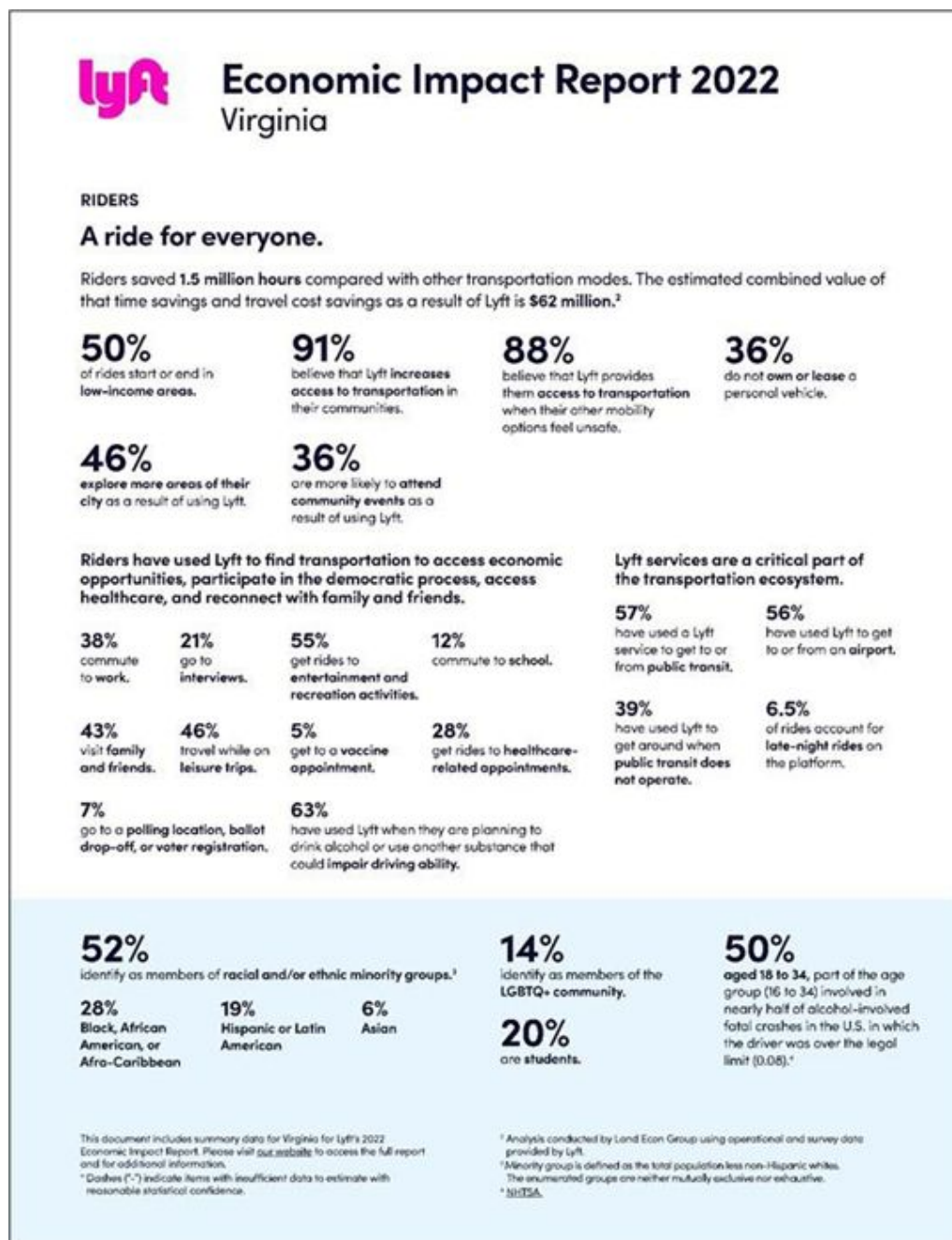


Figure 12: Ridesharing: Lyft's Economic Impact Report 2022, Virginia

Idylwood CDP Commuter and Vehicle Ownership Transportation Data

According to 2021 US Census data, 39.7 percent of workers in the Idylwood Census Designated Place (CDP) either work from home or use a mode of transportation other than driving alone to commute to work. 12.8 percent of workers in the Idylwood CDP use public transportation to commute to work. The 2021 US Census data is presented in Table 2.

Table 2: 2021 Commuter Transportation Data – Idylwood CDP (Source: Census Bureau)

	Percent
Drove Alone	60.3%
Carpooled	10.3%
Public Transit	12.8%
Worked At Home	14.0%
Walked	0.7%
Bicycle	0.3%
Taxi, Motorcycle, or Other	1.6%

According to 2021 US Census data, 49.3 percent of housing units in the Idylwood CDP own one (1) vehicle or less. **Furthermore,**

11.0 percent of renter occupied units in the Idylwood CDP have no vehicle available and 48.7 percent of renter occupied units have one (1) vehicle available.

MWCOG Commuter Transportation Data

According to the 2022 *State of the Commute Survey* from the Metropolitan Washington Region, telework replaced nearly half of daily commute trips in 2022. On a typical workday in 2022, nearly 1.5 million regional workers teleworked, which eliminated 2.9 million daily commuting trips. The survey also notes that 34 percent of commuters who drove alone pre-pandemic shifted to telework as their primary mode in 2022.

Conclusion

This study provides justification for a parking reduction for the proposed redevelopment based on the site's proximity to mass transit (West Falls Church Metro Station) and Section 6100.6.B of the Fairfax County Zoning Ordinance.

- The Zoning Ordinance allows parking reductions for sites that are proximate to mass transit. The WMATA - West Falls Church site is adjacent to the West Falls Church Metro Station and is served by two (2) bus routes with stops at the West Falls Church Metro Station bus bays.
- No reduction will be applied to the required number of accessible spaces.
- The following parking supply rates are proposed based on the site's proximity to the West Falls Church Metro Station
 - Multifamily: **0.75 spaces per 0- or 1- bedroom unit, 0.9 spaces per 2 bedroom unit** (41.6 percent reduction)
 - Townhomes: **2.0 spaces per 14' and 20' units, 1.5 spaces per 16' unit** (34.2 percent reduction)
 - Office: **2.0 spaces per 1,000 SF** (no reduction)
 - Retail: **3.0 spaces per 1,000 SF** (14.3 percent reduction)
- The Applicant is not requesting a parking maximum and additional parking may be provided at the Applicant's discretion.
- The requested parking reduction will not adversely affect the site or the adjacent area.
- There are numerous destinations within the vicinity of the site that are easily accessible via walking, biking, or public transit.
- Multifamily visitors could utilize the Metro parking garage or surface lot at any time of the day but would be charged when exiting during WMATA's regular parking hours of operation. Currently, WMATA does not charge during weekends or on federal holidays.
- There are existing provisions in place in nearby neighborhoods to prevent overflow parking.
- Comparable developments show reduced parking ratios and parking demand from the Zoning Ordinance.
 - A study conducted by Nelson\Nygaard shows an average demand of 0.73 occupied parking spaces per bedroom for TOD sites in Fairfax County.
- Given the Property's proximity to the West Falls Church Metro Station, the Applicant will commit to a TDM program to reduce the number of single-occupant vehicle trips by 45 percent.
- Future build-out of the WMATA - West Falls Church redevelopment will increase the pedestrian and bicycle connectivity in and around the site and increase pedestrian and bicycle accessibility to and from the West Falls Church Metro Station.
- There are increasing micromobility and ridesharing options in the area to reduce single-occupant vehicle trips.
- 2021 US Census data shows the following for the Idylwood CDP:
 - 7.3 percent of Idylwood CDP households do not own a car.
 - 39.7 percent of Idylwood CDP workers either work from home or use a mode of transportation other than driving alone to commute to work.
 - 11.0 percent of renter occupied units in the Idylwood CDP have no vehicle available.

ATTACHMENT II

- According to the 2022 State of the Commute Survey from the Metropolitan Washington Region, telework replaced nearly half of daily commute trips in 2022.

Board Agenda Item
June 27, 2023

ACTION - 3

Approval of a Parking Reduction for Chesapeake Bay Plaza LLC - 5501-5515 Leesburg Pike (Mason District)

ISSUE:

Board of Supervisors' (Board) approval of a 20 percent reduction for the shopping center located on 2023 Tax Map Number 62-3 ((2)) 45A, 46 and 51A, Mason District.

RECOMMENDATION:

The County Executive recommends that the Board approve a parking reduction in conformance with the Zoning Ordinance (Ordinance), based on information contained in the parking adjustment request, #PKS-2023-00007, subject to the conditions in Attachment I.

TIMING:

Board action is requested on June 27, 2023.

BACKGROUND:

The proposed parking adjustment is associated with a building addition to the shopping center site. An Auto Zone retail store proposes to expand their location by 7,360 gross square feet. The expansion will displace site parking, resulting in the removal of approximately 34 parking spaces and adding a requirement of 32 parking spaces. With the expansion, 217 parking spaces are required for the shopping center with 184 parking spaces provided.

The adjustment is justified based on Ordinance provisions allowing a reduction for the proximity and availability of transit for the site. There are five (5) bus stops within walking distance (<1,000 feet) of the shopping center. The stops provide four (4) bus lines, directly serving these Metro stations and transit facilities, Pentagon, Pentagon City, King Street-Old Town, Seven Corners Transit Center, and Ballston-MU Station.

Table 1. Comparison of Ordinance Required and Proposed Parking for the Site

Use	No. of Units	Rate Required by Ordinance	Ordinance Required Parking	Proposed Parking Rate	Proposed Minimum Number of Spaces	Proposed Reduction
Shopping Center	29,016 GSF	4.3 spaces/1,000 GSF	125 spaces	4.2 spaces/1,000 GSF	177 spaces	20%
Office	6,800 GSF	3.6 spaces/1,000 GSF	25 spaces			
Restaurant	6,443 GSF	11 spaces/1,000 GSF	71 spaces			
Totals	42,259 GSF		221 spaces		177 spaces	20%

This recommendation reflects a coordinated review by the Department of Planning and Development, Office of the County Attorney and Land Development Services (LDS).

EQUITY IMPACT:

The proposed reduction supports a quality-built environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner. This includes mixes of land use that protects existing stable neighborhoods and green spaces, supports sustainability, supports a high quality of life, and promotes employment opportunities, housing, amenities, and services for all people. It also promotes a healthy and quality environment to live and work in that acknowledges the need to breathe clean air and to drink clean water now and for future generations. Further, it is consistent with a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health.

The proposed reduction addresses these values by being a component of an effort to reduce auto travel and enhance environmental benefits by de-emphasizing ample, free parking. Providing surface parking utilizes land resources that can be used more efficiently. If this reduction is approved, the proposed addition of building square footage will not require a corresponding increase in surface parking area. The repurposing of surface parking for the building will create an opportunity to better

Board Agenda Item
June 27, 2023

manage stormwater runoff from the building rather than the parking surface. At this site, bus transit facilities will be available within walking distance of the shopping center site. This option reduces the need for auto use and the impacts additional driving can cause to the environment.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I – Parking reduction conditions dated April 11, 2023

Attachment II – Parking reduction request (PKS-2023-00007) from Adtek Engineers, Inc. dated March 13, 2023

STAFF:

Rachel Flynn, Deputy County Executive

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

Matthew Hansen, P.E., Chief, Site Development and Inspection Division (SDID), LDS

Jeff Vish, P.E., Central Branch Chief, SDID, LDS

Michael Davis, Parking Program Manager, SDID, LDS

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney

PARKING REDUCTION CONDITIONS
April 11, 2023

1. These conditions apply to the current owner, their successors and assigns (hereinafter "owner") of the parcel identified on 2023 Tax Map 62-3 ((2)) 45A, 46 and 51A.
2. Off-street parking for all uses on the site must be provided at the following minimum parking rate: 4.2 spaces per gross square foot.
3. The owner may, at their discretion, utilize rates required by the Ordinance in effect at the time the uses are established.
4. The conditions of approval of this parking reduction must be incorporated into any related site plan revision submitted to the Director of Land Development Services (Director) for approval.
5. The owner must submit a parking space utilization study for review and approval by the Director promptly upon request by the Zoning Administrator or the Director at any time in the future. Following review of that study, or if a study is not submitted within 90 days after its request, the Director may require alternative measures to satisfy the on-site parking needs of the property. Such measures may include, but are not limited to, compliance with the full parking requirements specified in the Ordinance.
6. All parking utilization studies prepared in response to a request by the Zoning Administrator or the Director must be based on applicable requirements of The Code of the County of Fairfax, Virginia, and the Ordinance in effect at the time of the study's submission.
7. All parking provided must comply with the applicable requirements of the Ordinance and the Fairfax County Public Facilities Manual, including the provisions referencing the Americans with Disabilities Act and the Virginia Uniform Statewide Building Code.
8. These conditions of approval are binding on the Owners and must be recorded in the Fairfax County Land Records in a form acceptable to the County Attorney.


www.ADTEKengineers.com

Civil, Structural, and Specialty Engineering

March 13, 2023

Michael Davis, AICP
 County Parking Program Manager
 Land Development Services, SCRD
 12055 Government Center Parkway
 Fairfax, VA 22035

RE: **AutoZone Store #1667**
 5515 Leesburg Pike, Falls Church, VA
 Tax Map #0623-02-0046
Parking Reduction Request for 18% Reduction
Statement of Justification

Background:

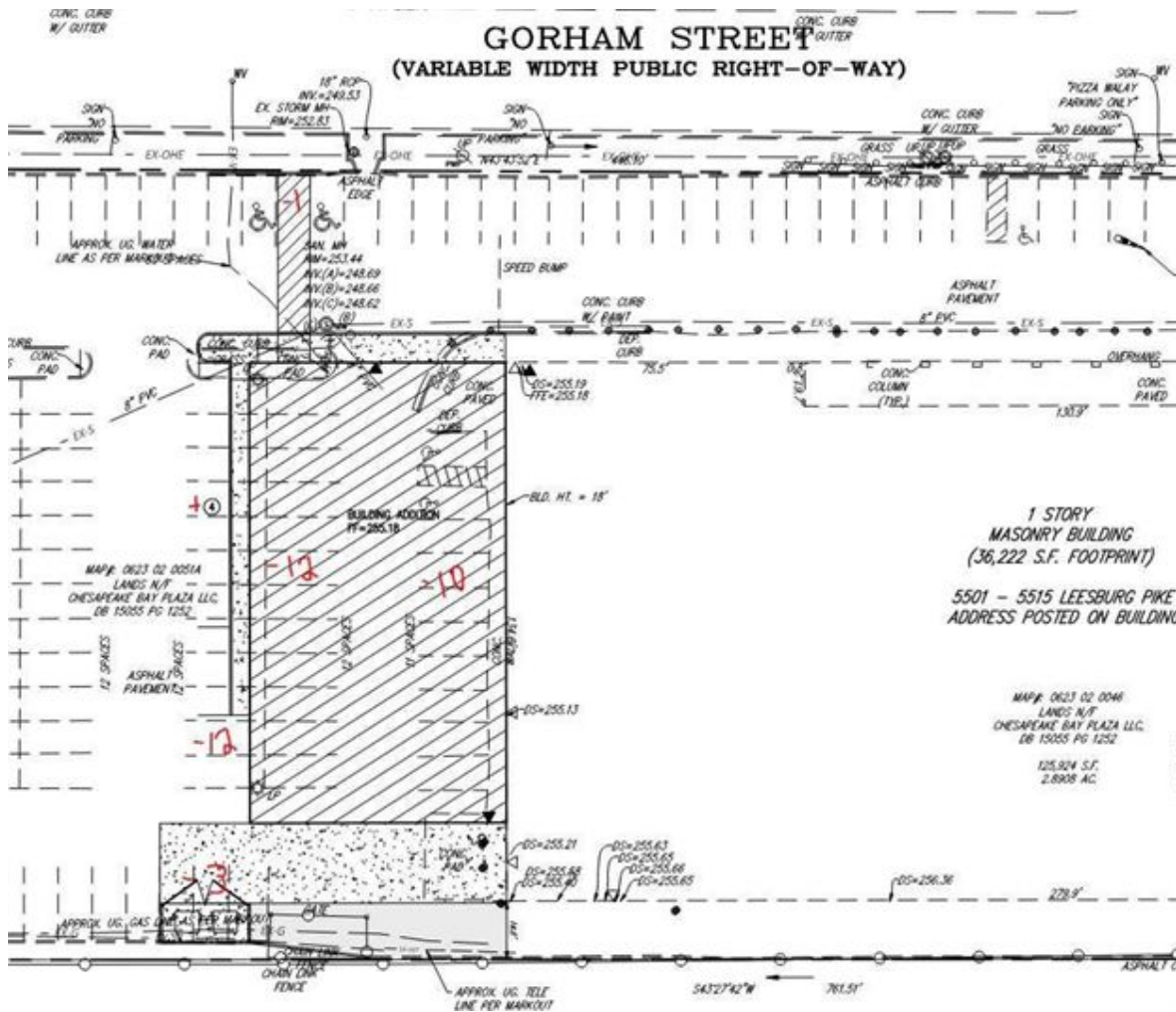
This site, located in the Mason District, is a shopping center with a shared parking lot over three lots (0623-02-0046, -0045A & -0051A, see the attached Existing Site Exhibit A), all owned by Chesapeake Bay Plaza, LLC. The tenants and uses consist of the following:

<u>Tenant</u>	<u>Suite #</u>	<u>Zoning Use</u>
AutoZone Store #1667	5515	Retail General
Malisa Beauty Salon	5513	Personal Service
The Jewelry Vault Pawn	5511	Pawnshop
Filipino Global Supermarket	5509	Retail General
Mint Tobacco & Vape	5507	Retail General
Wings (Carryout only)	5505	Restaurant, Carryout
America's Best Eye	5503	Office
Denny's	5501	Restaurant

The applicant is AutoZone, and they desire a building addition of 7,360 square feet to expand their store, which would remove existing parking spaces. All other tenants/uses are to remain. This addition is going through Fairfax County's Minor Site Plan process concurrently with this request. A graphic showing the location of the addition and the subsequent removed/added

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parking spaces, totaling -34 spaces, is below.



The existing parking required and provided is per the following:

<u>Tenant</u>	<u>Suite #</u>	<u>Use</u>	<u>Sq Ft</u>	<u>Parking Req.</u>	<u>Parking requirements</u>
AutoZone	5515	Retail General (Shopping Center)	9,883	42.5	4.3 per 1,000 sq ft of gross floor area
Malisa Beauty Salon	5513	Personal Service (Shopping Center)	1,640	7.1	4.3 per 1,000 sq ft of gross floor area
The Jewelry Vault Pawn	5511	Pawnshop (Shopping Center)	3,240	13.9	4.3 per 1,000 sq ft of gross floor area
Filipino Global Supermarket	5509	Retail General (Shopping Center)	2,788	12.0	4.3 per 1,000 sq ft of gross floor area
Mint Tobacco & Vape	5507	Retail General (Shopping Center)	1,640	7.1	4.3 per 1,000 sq ft of gross floor area
Wings (Carryout only)	5505	Restaurant, Carryout (Shopping Center)	1,640	7.0	4.3 per 1,000 sq ft of gross floor area
America's Best Eye	5503	Office	6,800	24.5	3.6 spaces per 1,000 sf
Denny's	5501	Restaurant	6,443	70.9	gross less than 5,000=10 spaces per 100; more than 5000= 11 spaces per 1000 sq ft
Chesapeake Food Storage			825		

EXISTING
TOTAL REQ = 34,899 185
EXISTING
PROVIDED = 218

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Note that a waiver condition plan (6518-WMIGR-001-1) was approved in 1985 to change the use from a bowling alley to a shopping center. It indicated 221 approved/required/provided parking spaces. Some of these spaces have been restriped and/or taken up over the years to the now 218 provided spaces.

Reduction Request:

The proposed addition (7,360 GFA) to AutoZone would remove approximately 34 parking spaces and add a requirement of 32 parking spaces. This would mean approximately 217 parking spaces would be required with only 184 parking spaces provided.

Thus, this project is requesting a Transit-Related Parking Reduction per 6100.6.B(1)(d) of the Zoning Ordinance.

There are five (5) bus stops within walking distance (<1,000 feet) of the AutoZone store (see below map). The stops provide four (4) bus lines, directly serving Pentagon Station, Pentagon City Station, King Street-Old Town Station, Seven Corners Transit Center, and Ballston-MU Station.



As further justification, we offer Other Parking Reductions per 6100.6.G. of the Zoning Ordinance:

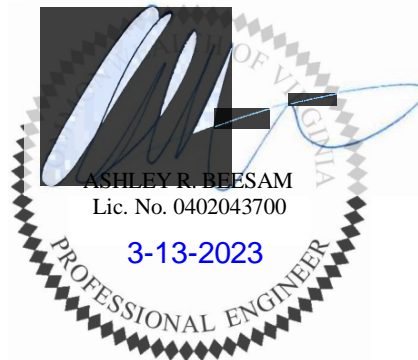
Draft Article 6 of the Zoning Ordinance, Table 6100.3, indicates that Shopping Center use required parking is proposed to be reduced to 4 spaces per 1,000 square feet of gross floor area, with no exclusions in this site's case. Thus, the required parking would be:
 $(42,259 \text{ SF} / 1,000 \text{ SF}) \times 4 = 169$ parking spaces required and 184 parking spaces provided.
No parking reduction would be required under Draft Article 6.

Also, this site is within the Bailey's Crossroads Commercial Revitalization District. Draft Article 6 of the Zoning Ordinance Table 6100.6 proposes non-residential uses within this district can reduce the required parking rate by 20%. This would even further reduce the required parking, requiring no parking reduction.

Due to the adjacent transit options and based on Draft Article 6, we are requesting the entire shopping center parking requirement, including the restaurant and office use, be reduced by 18%. Thus, the new parking requirement would be 178 (217×0.82) parking spaces. We feel that no adjacent properties will be impacted.

Sincerely,

Ashley Beesam, PE, LEED AP BD+C
Principal
ADTEK ENGINEERS, INC.
D 703.382.6563
P 703.691.4040
abeesam@adtekengineers.com



ACTION – 4

Designation of the Telestar Court Site as a Revitalization Area (Providence District)

ISSUE:

The Board of Supervisors (Board) is requested to designate the Telestar Court site, located at 2990 Telestar Court, Falls Church, VA 22042 (Providence District), Tax Map 49-4 ((4)) parcels 1B and 2, as a Revitalization Area pursuant to Virginia Code § 36-55.30:2.

RECOMMENDATION:

The County Executive recommends that the Board designate the Telestar Court site as a Revitalization Area, for the purpose of facilitating an award of Virginia Housing Opportunity Credits (HOC) to the project.

TIMING:

Immediate. Board revitalization area designation is requested for the development partner to meet the July 2023 submission of its Virginia housing opportunity tax credit application to Virginia Housing (VH), formerly known as the Virginia Housing Development Authority.

BACKGROUND:

The Telestar Court site is approximately 3.4 acres, is located at 2990 Telestar Court, Falls Church, VA 22042 in the Providence District, and is identified by Fairfax County Tax Map numbers 49-4 ((4)), parcels 1B and 2 (Telestar Site). The Telestar Site is currently improved by an existing office building first constructed in 1969.

The Telestar Site is currently owned by Inova Health Care Services (Inova). Inova is currently under contract to sell both the Telestar Site as well as an adjacent parcel, Fairfax County Tax Map 49-4 ((1)), parcel 28B (Adjacent Parcel) to Madison Investment Portfolio, LLC (Madison). Madison, in turn, has an agreement with Conifer Realty, LLC (Conifer), pursuant to which Conifer would acquire and develop the Telestar Site but not the Adjacent Parcel.

In July 2022, Madison and Conifer submitted a rezoning application for the Telestar Site and the Adjacent Parcel. Regarding the Telestar Site, the application seeks to achieve the creation of affordable housing in a mixed-use environment that already has a mix of

commercial, retail, and healthcare facilities. The rezoning application seeks to rezone the Telestar Site from its current designation as I-5 – General Industrial District to PDC – Planned Development and Commercial District.

On December 21, 2022, the Providence District Office was notified by Conifer of its intention to submit an application under the Fairfax County Redevelopment and Housing Authority's (FCRHA) Notice of Funding Availability (NOFA) for Affordable Rental Housing Development Projects. As an adaptive reuse development, the existing office building on the Telestar Site will be converted into an 80-unit affordable housing community utilizing income averaging at 60 percent of the Area Median Income (AMI) with a range of rent and income limits between 30 percent and 80 percent AMI.

Conifer's proposed development of the Telestar Site will utilize both non-competitive federal "four percent" Low-Income Housing Tax Credits (LIHTC) as well as Virginia HOC, which are competitively awarded. The HOC program is a relatively new state-level tax credit program intended to further the development of affordable housing and to generally function similarly to the federal LIHTC program.

Dedicated community amenities will include a gym, laundry rooms, a community space for events and gatherings, as well as management and maintenance offices. As part of the rezoning effort, Conifer will provide a new public park space featuring a playground, open space, seating areas, and a dog park that are accessible to residents of the Telestar Site.

Revitalization Area Designation and Tax Credit Application:

Both LIHTC and HOC are each a critical source of project funding. As noted above, Conifer seeks to use the non-competitive four percent LIHTC, but Virginia Housing awards HOC through a competitive process. While some details of the HOC application process are still forthcoming, VH has indicated that the application process will be highly similar, if not identical to, the application process for competitive nine percent LIHTC. That process will include VH awarding points to projects that meet specific criteria.

A project is eligible for an additional 15 points if the site is designated as a Revitalization Area as described in Virginia Code § 36-55.30:2 (VH Revitalization Statute). If the Telestar Site is designated by the Board as a "Revitalization Area", the designation will be used solely for the purpose of receiving additional points for the HOC application. The designation will in no manner affect any areas in Fairfax County that have, or in the future may be, determined by the Board to be Revitalization Areas or Revitalization Districts pursuant to Board actions on the County Comprehensive Plan that are separate and distinct from those set forth in the VH Revitalization Statute.

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Staff has determined that the Telestar Site meets the above-referenced code definition because (i) the development of the area will benefit Fairfax County, but this area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in this area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within this area and thereby create a desirable economic mix of residents in such area.

To receive the 15 points, a County Board resolution, in substantially the form of Attachment 1, is needed to designate the development site as a Revitalization Area pursuant to the VH Revitalization Statute criteria. Inova has consented to this designation.

EQUITY IMPACT:

The 80 affordable rental units at Telestar Court will help achieve the Board's goal of increasing the supply of affordable housing with a minimum of 10,000 new units by 2034 to meet the needs of working families. With Fairfax County's 2023 Area Median Income at \$152,100 (for a family of four), the delivery of Telestar Court will provide crucial housing for families earning a range of incomes between 30 and 80 percent of the Area Median Income. Further, the location of the proposed units aligns with the One Fairfax Policy, which recommends, in part, (i) the implementation of housing policies and practices that encourage all who want to live in Fairfax to be able to do so, and (ii) the providing of a full spectrum of housing opportunities across the county, most notably those in mixed-use areas that are accessible to multiple modes of transport. The Telestar Court project will promote opportunities for everyone to fully participate in the region's economic vitality, contribute to its readiness for the future, and connect to its assets and resources.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Virginia Housing Revitalization Statute Criteria
Attachment 2 – Resolution – Telestar Court Property
Attachment 3 – Location Map – Telestar Court Property

Board Agenda Item
June 27, 2023

STAFF:

Christopher Leonard, Deputy County Executive

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)

Anna Shapiro, Deputy Director, Real Estate Finance and Development, HCD

Mark Buenavista, Division Director, Design, Development, and Construction (DD&C), HCD

Debashish Chakravarty, Associate Director, Real Estate Finance, HCD

ASSIGNED COUNSEL:

Ryan Wolf, Assistant County Attorney



Revitalization Area

General Instructions

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

Designation

To qualify for revitalization area points, select one of the following (and provide adequate documentation):

1. The development is located in a Qualified Census Tract, as defined by HUD. (10 points)
2. The development is located in a census tract wherein 70% or more of the families have incomes which are ≤ 80% statewide median income. **NOTE:** These census tracts are included in the definition of target area for single-family purposes, but do not include ACEDS. (10 points)
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries. (10 points)
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone. (15 points)
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below. (15 points)

*The above-referenced development is located in a Revitalization Area in the Town/City/County of _____, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, **or** (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; **and** (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.*

Delete the language that does not apply, (i)(1) or (i)(2) above.

6. The development is located in a Qualified Opportunity Zone and has a binding commitment of funding. Documentation must include a firm commitment of funding from a Qualified Opportunity Fund (QOF). Evidence of the self-certification to become a QOF must be provided with the commitment for funding. (15 points)

RESOLUTION OF THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY,
VIRGINIA DESIGNATING THE TELESTAR COURT SITE AS A
REVITALIZATION AREA PURSUANT TO VIRGINIA CODE § 36-55.30:2

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on June 27, 2023, at which quorum was present and voting, the following was adopted:

WHEREAS CONIFER REALTY, LLC (the “Developer”) has proposed constructing 80 affordable rental housing units (the “Development”) on a site having Fairfax County Tax Map number 49-4 ((4)), parcels 1B and 2 and located at 2990 Telestar Court, Falls Church, VA 22042, in the Providence District (the “Development Site”) as shown on Attachment 3 (the “Location Map”).

WHEREAS the Developer’s financing plan for the Development includes, among other things, an application to Virginia Housing, formerly known as the Virginia Housing Development Authority, for competitive Virginia Housing Opportunity Tax Credits pertaining to the proposed Development.

WHEREAS the Virginia Housing Opportunity Tax Credits evaluation process provides that 15 additional points may be awarded to projects that meet the definition of a revitalization area pursuant to Virginia Code § 36-55-30:2 (“Revitalization Area”) and have been so designated by resolution of the governing body in which the Revitalization Area is located.

WHEREAS the definition of a Revitalization Area used in Virginia Code § 36-55-30:2 is separate and distinct from terms “Revitalization Area” and “Revitalization District” as used in the various comprehensive plans for Fairfax County, Virginia. Any designation of the Development Site as a Revitalization Area does not in any manner affect any areas of the County that have been, or in the future may be, determined by the Board to be Revitalization Areas or Revitalization Districts.

WHEREAS the Development Site meets the standards for a Revitalization Area as described in Virginia Code § 36-55-30:2, namely that (i) the development of the proposed site will benefit Fairfax County, but that such area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in such area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low- and moderate-income

persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

NOW, THEREFORE, THE BOARD HEREBY DETERMINES as follows:

The Development Site is hereby designated a Revitalization Area in Fairfax County, Virginia in accordance with Virginia Code § 36-55-30:2. The Board has determined that (i) the commercial or other economic development of the Revitalization Area will benefit Fairfax County, but that this area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in this area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low- and moderate-income persons and families in this area and will induce other persons and families to live within this area and thereby create a desirable economic mix of residents in such area.

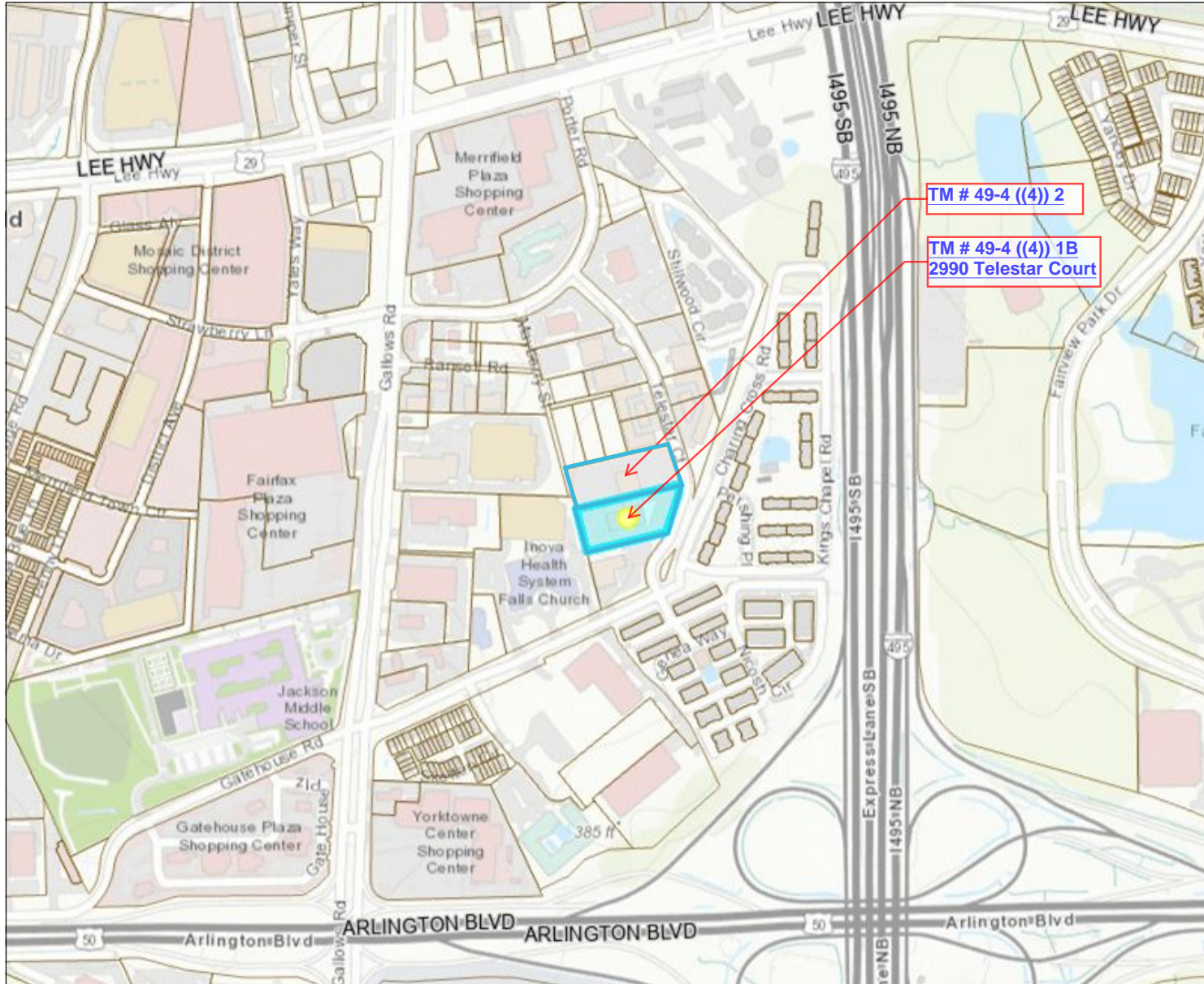
ADOPTED this day 27th day of June 2023.

A Copy – Teste:

Jill G. Cooper
Clerk to the Board of Supervisors



Attachment 3 - 2990 Telestar Court Location Map



Legend

- 2990 Telestar Court

Notes:

Map produced: 6/1/2023

0 0.28 0.6 Miles

This map is intended for reference purposes only. Fairfax County does not provide any guarantee of the accuracy or completeness regarding the map information.

ACTION - 5

Resolution of Support for Modifications of the Limited Access Line of Interstate 495 to Provide Direct Pedestrian Access (Providence District)

ISSUE:

Board adoption of the attached resolution supporting modifications to the Interstate 495 limited access line.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the attached resolution (Attachment I) supporting the limited access line shift along Interstate 495.

TIMING:

Board action is requested on June 27, 2023, to permit the developer to move forward with expeditiously obtaining Commonwealth Transportation Board (CTB) approvals.

BACKGROUND:

McLean Corporate Ridge Property, LLC has filed a rezoning application (RZ 2022-PR-0011) to repurpose an existing office building located at 2000 Corporate Ridge Road with a live/work concept in the Providence District. There is existing limited access control along Interstate 495, bordering the site.

In support of the rezoning application, the Applicant has committed to construct and maintain a new pedestrian connection from the northern boundary of the rezoning application site to a recently completed 14-foot-wide shared-use path that connects Magarity Road to Tyson's Corner Center via a pedestrian overpass across Interstate 495. The proposed pedestrian connection would require approval to shift the existing Limited Access Line of Interstate 495. As shown in Attachment II, the proposed shift would allow for construction of the trail. According to Section 24VAC30-401-20 of the Virginia Administrative Code, a request for a shift in limited access requires a resolution, letter of support, or formal request, or any combination of these, from the locality within which the changes are proposed.

As shown in Attachment III, the proposed connection would run parallel to the existing sound wall and drainage facility, and along the edge of an adjacent property (Parcel 39-2 ((1)) 67) via an access easement to connect to the existing trail. The Applicant has

Board Agenda Item
June 27, 2023

already executed the required easement agreement with the adjacent property owner for the access, construction, and maintenance of the portion of the sidewalk to be constructed on the adjacent owner's property.

EQUITY IMPACT:

An Equity Impact Statement was not required for this item, as this is a statutory process following Section 24VA30-401-20 of the Virginia Administrative Code.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Resolution

Attachment II: Map Corporate Ridge Development Overview

Attachment III: Interstate 495 Limited Access Exhibit

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

Jeff Hermann, AICP, Chief, Site Analysis and Transportation Planning Division, FCDOT

Greg Fuller, Chief, Site Analysis Section, FCDOT

Marc L. Dreyfuss, AICP, Transportation Planner IV, FCDOT

Danielle Barlow, AICP, Transportation Planner III, FCDOT

Emily Hays, Transportation Planner II, FCDOT

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Fairfax County Government Center at Fairfax, Virginia, on June 27, 2023, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, McLean Corporate Ridge Property, LLC has submitted an application to repurpose an existing office building to a live/work use within Tysons in Fairfax County; and

WHEREAS, ensuring high quality multimodal access to the site from all directions is critical to implementation of the overall vision for urban development in Tysons; and

WHEREAS, this application proposes enhanced pedestrian and bicycle connectivity to an existing trail that crosses Interstate 495 to enable improved access to the commercial core of Tysons; and

WHEREAS, the improved access for these modifications requires a shift in the limited access control line along Interstate 495; and

WHEREAS, the adjustment of the limited access line requires review and approval by the Commonwealth Transportation Board; and

WHEREAS, to process these requests, Section 24VAC30-401-20 of the Virginia Administrative Code requires a resolution, letter of support, or formal request, or any combination of these, from the locality within which the changes in limited access are proposed.

NOW THEREFORE, BE IT RESOLVED, that this Board supports this proposed shift to the limited access control line along Interstate 495 for the 2000 Corporate Ridge Development; and

BE IT FURTHER RESOLVED, that this Board hereby requests, pursuant to Section 24VAC30-401-20 of the Virginia Administrative Code, that the Commonwealth Transportation Board approve the proposed changes to the limited access controls.

Adopted this 27th day of June 2023, Fairfax, Virginia.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Our Site Set on the Future.

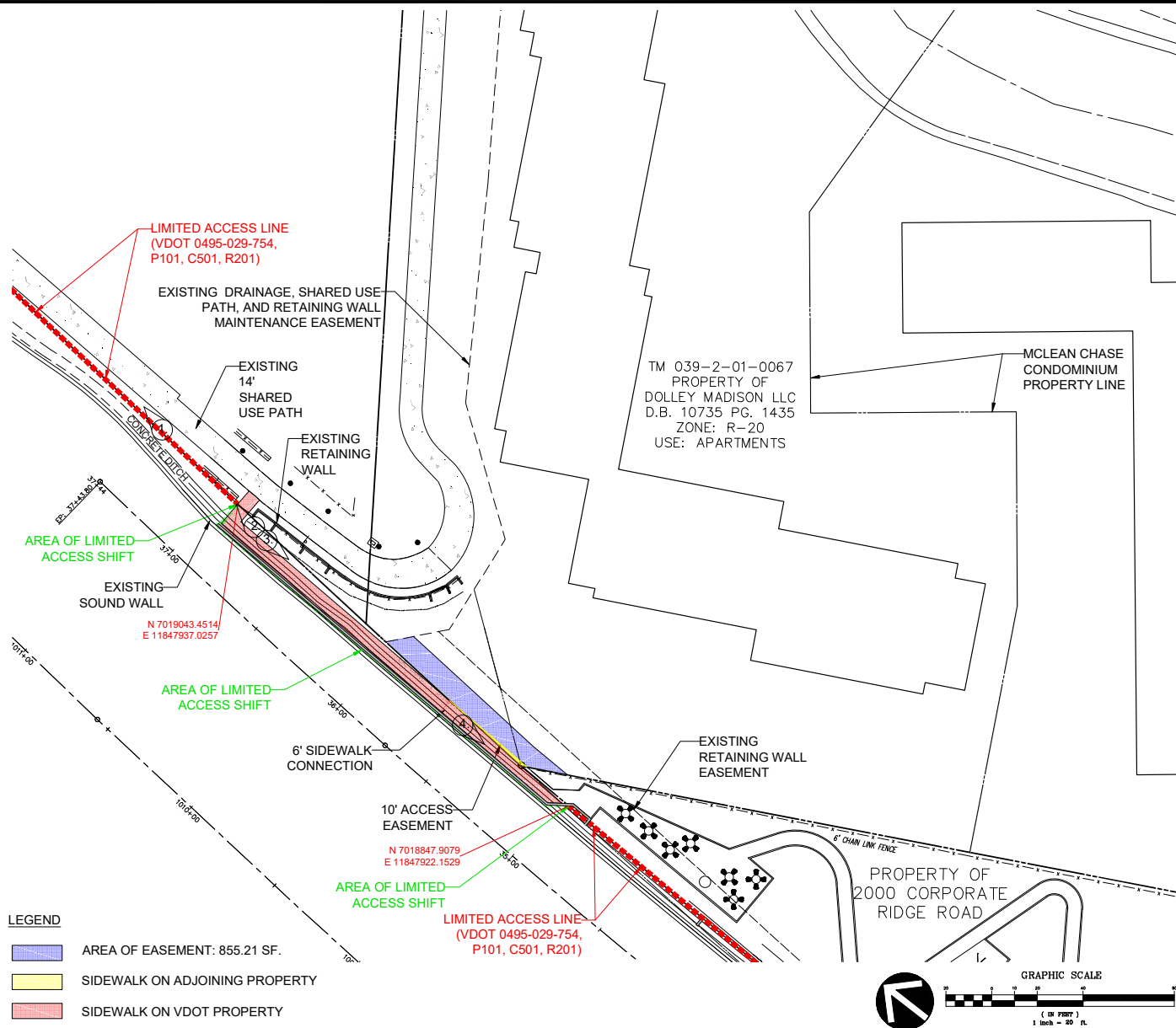
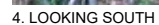
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83 NORTH STREET
SALEM, MA 01970
617.426.3030

PROFESSIONAL SEAL

CDPA/FDPA/PCA
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA

DRAWN BY:	JJ
DESIGNED BY:	
DATE ISSUED:	09/28/2022
DWG. SCALE:	AS SHOWN
VIRIA NO.	7239C
SHEET NO.	1 of 1



Board Agenda Item
June 27, 2023

ACTION - 6

Approval of an Agreement Between the Fairfax County School Board and Fairfax County Board of Supervisors Relating to the Installation and Operation of a Video Monitoring System to Enforce the Law Against Passing Stopped School Buses in Accordance with The Code of the County of Fairfax, Chapter 82, Article 2, Section, 82-2-8

ISSUE:

Board approval of this item is requested to authorize Fairfax County's participation in this program and disbursement of program funds completely to Fairfax County Public Schools (FCPS).

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve and authorize the County Executive or his designee to sign the Agreement between the Fairfax County School Board and County of Fairfax Board of Supervisors in substantially the form as set forth in Attachment 1.

TIMING:

Board approval is requested on June 27, 2023.

BACKGROUND:

Fairfax County is continuously exploring opportunities to make our streets safer for motorists and pedestrians, which includes an even greater sensitivity and focus on our school aged children. On January 17, 2017, the Fairfax County Board of Supervisors adopted an ordinance to enact Fairfax County Code [Section 82-2-8](#) authorizing FCPS to install and operate a video-monitoring system (a "Bus Camera System"). The ordinance was enacted in accordance with [Va. Code § 46.2-844](#) which allows the Bus Camera System to be used to enforce the law against passing stopped school buses. On February 7, 2023, a Joint Board Matter between Chairman McKay and Supervisor Foust was made to request that FCPS provide an update on the implementation plan. Following a Request for Proposal and negotiations, FCPS selected a vendor and reached a contract agreement.

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Initial implementation will include 50 Bus Camera Systems. FCPS estimates the program will go live Spring 2024. Under the terms of the contract, the vendor will complete all installations within 180 days after the Notice to Proceed is issued. During those six months, stakeholders should be meeting to create the summons, finalize the processes of adjudication/mailing, etc. A summons that directs payment of a \$250 dollar civil penalty will be issued to the drivers of vehicles identified by the bus camera system who pass school buses in the process of loading and unloading children. Program expansion will occur as FCPS and the Fairfax County Police Department (FCPD) evaluate the administrative process and effectiveness of the traffic calming technology.

This Agreement authorizes FCPD to participate in and assist with the Enforcement Program for the Bus Camera System and defines fiscal and programmatic administration for both FCPS and FCPD. The Office of Public Affairs will work jointly with FCPS to inform the community of the program.

EQUITY IMPACT:

None

FISCAL IMPACT:

Fairfax County Public Schools will manage all costs associated with the contract. The Fairfax County Police Department will include the School Bus Stop Arm Camera Program with other photo speed enforcement (i.e. School/Work Zone Cameras) overseen by the Traffic Division. No additional budget impact is anticipated.

ENCLOSED DOCUMENTS:

Attachment 1- Agreement Between Fairfax County School Board and the County of Fairfax for Operation of School Bus Stop Arm Enforcement Program

Attachment 2- Fairfax County Code Section 82-2-8

Attachment 3- Va. Code § 46.2-844

STAFF:

Thomas Arnold, Deputy County Executive
Colonel Kevin Davis, Chief of Police

ASSIGNED COUNSEL:

Daniel Robinson, Senior Assistant County Attorney

**AGREEMENT BETWEEN
FAIRFAX COUNTY SCHOOL BOARD
AND THE COUNTY OF FAIRFAX
FOR OPERATION OF SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

THIS AGREEMENT (“Agreement”), dated this ____ day of _____, 2023, between **FAIRFAX COUNTY SCHOOL BOARD**, a public body politic and corporate which governs the Fairfax County Public Schools (“FCPS”), and **FAIRFAX COUNTY BOARD OF SUPERVISORS** (the “County”), a public body politic and corporate, recites and provides as follows:

RECITALS

WHEREAS, § 46.2-844 of the Code of Virginia, as amended, authorizes each locality in Virginia to adopt an ordinance allowing the school division within such locality to install and operate video-monitoring systems in or on the school buses operated by the school division, and/or to contract with a private vendor to do so on its behalf, for the purpose of recording violations of Virginia law prohibiting drivers from passing stopped school buses when they are taking on or discharging passengers (“Stop Arm Violations”); and

WHEREAS, in January 2017, the County enacted an ordinance codified at Fairfax County Code Section 82-2-8 authorizing FCPS to install and operate such a video-monitoring system (a “Bus Camera System”), or to contract with a private vendor to do so on its behalf, and to establish an enforcement procedure for recorded Stop Arm Violations (an “Enforcement Program”); and

WHEREAS, the intent of the Bus Camera System and Enforcement Program is to enhance safety for school students and personnel by making drivers aware of the importance of following safety procedures when near school buses; and

WHEREAS, FCPS has entered or will enter into an agreement (the “Services Agreement”) with American Traffic Solutions, Inc., also doing business as Verra Mobility (the “Vendor”) under a cooperative procurement process to: (a) furnish and install a Bus Camera System on a designated number of FCPS’s school buses; and (b) provide FCPS and the County with an automated Enforcement Program for Stop Arm Violations; and

WHEREAS, FCPS and the County now wish to memorialize their respective duties and obligations with respect to the Bus Camera System and Enforcement Program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

I. Purpose.

Under the terms of the Services Agreement between the Vendor and FCPS, the Vendor will, among other responsibilities: (i) provide all Bus Camera System equipment and perform all installation, maintenance, repair, and replacement services necessary to operate the Bus Camera System and

the Enforcement Program during the term thereof; (ii) mail all citations as defined in the End User Services Agreement (“Services Agreement”) between FCPS and the Vendor, to alleged violators in connection with recorded Stop Arm Violations that have been validated by or on behalf of the Fairfax County Police Department (the “FCPD”). Citation is defined in said Services Agreement as “a citation, summons, notice of violation, notice of liability or equivalent instrument issued by a competent . . . county . . . law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced in Axis.”; and (iii) provide, manage, and operate a system for payment of civil penalties imposed in connection with the Enforcement Program.

The Services Agreement contemplates the execution by FCPS of an intergovernmental agreement with the County for purposes of allocating certain responsibilities between the parties in connection with the operation and administration of the Bus Camera System and the Enforcement Program. This Agreement shall serve as the intergovernmental agreement between FCPS and the County, each of whom shall perform the services hereinafter set forth in support of the Bus Camera System and the Enforcement Program.

II. FCPS Responsibilities.

FCPS will fulfill and perform the following duties and obligations with respect to the Bus Camera System and the Enforcement Program (such services collectively referred to herein as the “FCPS Responsibilities”):

a. FCPS will be responsible for contracting with Vendor to provide a Bus Camera System and an Enforcement Program on substantially the terms and conditions set forth in the Services Agreement, a copy of which is attached hereto as Exhibit A and incorporated by reference herein.

FCPS will perform all duties and obligations required of it pursuant to the Services Agreement other than the County Responsibilities (as such term is defined in Section III, below). FCPS will administer the Services Agreement and its relationship with Vendor during the term of the Services Agreement.

b. Upon expiration or termination of the Services Agreement, FCPS will be responsible for the winding up of performance in accordance with the Services Agreement.

III. County Responsibilities.

The County will fulfill and perform the following duties and obligations with respect to the operation of the Bus Camera System and the Enforcement Program (such services collectively referred to herein as the “County Responsibilities”):

a. The County will provide, through FCPD, all law enforcement resources necessary to evaluate and validate suspected Stop Arm Violations and to assist in any resulting prosecutions.

The County authorizes and directs FCPD to execute Vendor’s “DMV Services Subscriber Authorization” or the equivalent in order to verify to the Virginia Department of Motor Vehicles, National Law Enforcement Telecommunications System, or other appropriate authority, that Vendor is acting on behalf of the County for the purpose of accessing vehicle ownership data

pursuant to Va. Code Ann. § 46.2-208(30) and the list of permissible uses delineated in the Drivers Privacy Protection Act, 18 U.S.C. § 2721(b)(1), and as may otherwise be provided or required by any provision of applicable law. The County authorizes and directs FCPD to execute such additional agreements or applications as are permitted by law and as may be requested by the Vendor from time to time in order to provide the Vendor with access with vehicle ownership data in connection with suspected Stop Arm Violations.

b. The County will cause FCPD to assign such number of qualified, sworn officers as it deems necessary to review in a timely manner the images and/or videos of suspected Stop Arm Violations submitted by the Vendor and to authorize the Vendor to issue citations in connection with those images and/or videos that have been validated and approved by FCPD.

The County will reasonably cooperate with FCPS in the administration of the Bus Camera System and the Enforcement Program. Such cooperation may include, but is not limited to, working directly with the Vendor to communicate enforcement determinations or approvals necessary for Vendor to process all paperwork (i.e., notices of violation, summons, citations and other administrative or collections activities) and payment of civil penalties.

c. The County will promptly transfer to FCPS any and all Enforcement Revenue (as such term is defined below) received by the County through an interfund system transfer. The County will provide a monthly statement to account for the transfer of Enforcement Revenue collected for FCPS; said monthly statement will provide a detailed record of transactions. As employed herein, the term "Enforcement Revenue" means all amounts paid as a civil penalty in response to a citation for a Stop Arm Violation issued under the Enforcement Program, but excludes any court costs as collected by the Courts.

IV. Responsibility for Costs; Allocation of Enforcement Revenue.

a. Except as expressly provided herein, the parties hereby acknowledge and agree as follows: (i) FCPS will bear and be responsible for all costs and expenses arising from or in connection with performance of the FCPS Responsibilities; (ii) the County will bear and be responsible for all costs and expenses arising from or in connection with performance of the County Responsibilities; and (iii) neither party will seek or claim an entitlement to compensation or reimbursement from the other party as a result of such performance.

The parties acknowledge and agree that Enforcement Revenue, which also excludes any service or convenience fee assessed by the Vendor under the terms of the Service Agreement, will be allocated between the Vendor and FCPS in accordance with the Services Agreement.

V. Term.

This Agreement will commence on the Effective Date of the Services Agreement and will run concurrently with the term of the Services Agreement, including any extensions or earlier terminations.

VI. Governing Law; Dispute Resolution; Venue

This Agreement will be governed by the laws of the Commonwealth of Virginia, without reference to conflict of law principles. Any issue or dispute arising under or in connection with this Agreement will be resolved, in the first instance, by the parties. Thereafter, any issue or dispute arising hereunder that is not resolved by the parties hereto will be decided by a court of competent jurisdiction in the County of Fairfax or the United States District Court for the Eastern District of Virginia, Alexandria Division.

VII. Compliance with Laws; Contribution to Defense of Claims

The parties agree to comply with all federal, state and local laws, ordinances and regulations applicable to the performance of their duties hereunder.

VIII. Liabilities.

It is understood that neither party to this Agreement is the agent of the other and neither party will be liable for the acts or omissions of the other. Nothing contained herein will be construed as a waiver of the sovereign immunity of either party.

IX. Agency.

No personnel of one party will be considered an employee or agent of any other party to this Agreement. Each party to this Agreement assumes full responsibility for its personnel while performing services related to the Program. Each party will be solely responsible for the supervision, daily direction, control and payment of salary (including provision of benefits and withholding of income taxes and social security, as applicable), worker's compensation and disability benefits of its employees.

X. Non-Appropriation.

It is understood and agreed between the parties hereto that the Parties will be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the Program. In the event funds are not appropriated and budgeted in any fiscal year for payments to be made by a party under this Agreement, such party shall immediately notify the other party of such occurrence and this Agreement will terminate on the last day of the fiscal year for which an appropriation was received without penalty or expense to FCPS or the County of any kind whatsoever.

XI. No Assignment; No Amendment.

Neither party may assign its interest in this Agreement without the prior written consent of the other party, and any such assignment or attempted assignment without such consent will be void. This Agreement may not be amended or modified, except by an instrument in writing signed by, or on behalf of, the duly authorized representatives of both parties.

XII. Community Coordination and Communication.

The parties to this Agreement agree to jointly determine their roles for community coordination and communication for the Program and to jointly develop a public information and education plan for the Bus Camera System and the Enforcement Program. The parties agree to assist one another in producing materials for public distribution.

XIII. Miscellaneous.

a. **Notices.** All notices and other communications hereunder shall be in writing and shall be hand delivered, sent by fax or email (with a duplicate copy transmitted by another method of delivery authorized hereunder), sent by first class mail, postage prepaid, or sent by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered or sent by email (with a duplicate copy transmitted by another method of delivery authorized hereunder), three (3) days after mailing if sent by mail, and one (1) day after dispatch if sent by express courier, to the addresses and/or emails set forth below:

Fairfax County
12000 Government Center Parkway
Fairfax, VA 22035
Attn: County Executive
Fax: (703) 324-3956
Email: CEXBryanHill@fairfaxcounty.gov

Fairfax County Public Schools
8115 Gatehouse Road
Falls Church, VA 22042
Attn: Division Superintendent
Fax: (571) 423-1007
Email: superintendent@fcps.edu

with a copy to:
Fairfax County
Office of the County Attorney
12000 Government Center Parkway
Suite 549
Fairfax, VA 22035
Attention: Daniel Robinson

with a copy to:
Fairfax County
Office of Division Counsel
8115 Gatehouse Road, Suite 5600
Falls Church, VA 22042
Attention: John Foster

Either party may designate, by written notice given to the others in the manner prescribed herein, any further or different addresses, fax numbers and/or email addresses to which subsequent notices will be sent.

b. **Headings; Incorporation of Exhibits.** The headings, and subheadings used in this Agreement are solely for convenience of reference and do not constitute a part of this Agreement. The exhibits to this Agreement constitute a part of this Agreement and are deemed to be incorporated herein.

c. **Counterparts.** This Agreement may be signed in two or more counterparts (including electronic or facsimile transmission), and each counterpart will be deemed an original and all taken together constitute one and the same instrument.

d. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits for any person or entity who is not a party hereto.

e. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to its subject matter and supersedes any prior or contemporaneous understandings, both oral and written, between the parties relating to its subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first written above.

FAIRFAX COUNTY SCHOOL BOARD

By: _____
Michelle Reid, Ed.D.
Division Superintendent

Date

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: _____
Bryan J. Hill
County Executive

Date

EXHIBIT A

ATTACHMENT 1



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

American Traffic Solutions, Inc., doing business as Verra Mobility
Attn: Wayne Jenkins
1150 North Alma School Road
Mesa, Arizona 85201

Reference: H-GAC contract PE05-21 for Traffic Control, Enforcement and Signal Preemption Equipment

Dear Mr. Jenkins:

Acceptance Agreement

Contract Number: 4400011952

This acceptance agreement signifies a contract award to American Traffic Solutions, Inc., doing business as Verra Mobility for Traffic Control, Enforcement and Signal Preemption Equipment. The period of the contract shall be from date of award through April 30, 2024.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The attached Fairfax County Public Schools contract 4400011952, including its attachments:
 - Attachment A H-GAC contract PE05-021
 - Attachment B School Bus Safety Camera Enforcement Program End User Services Agreement
 - Attachment C Participant Agreement between ACI Payments, Inc., and Fairfax County School Board
 - Attachment D Merchant Services Agreement for Sub-Merchants between WorldPay, LLC, and Fairfax County School Board
 - Attachment E Master Services Agreement (Governmental Entities) between US Bank and Fairfax County School Board
 - Attachment F Depository and Treasury Management Service Authorization for 3rd Party Agents;
3. The Prices, Terms and Conditions of H-GAC contract PE05-021;

Please note that this is not an order to proceed. A purchase order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Article 8 of the Special Provisions of the Houston Galveston Area Council (H-GAC) Cooperative Agreement within five (5) days after receipt of this letter.

Sincerely,

Michelle R. Pratt
Director

/MRP

Contract Number 4400011952

Contract Number 4400011952

THE PARTIES TO THIS CONTRACT between Fairfax County School Board ("FCPS", "FAIRFAX COUNTY", or "the County," "School Board," or "Customer") AND American Traffic Solutions, Inc., also doing business as Verra Mobility, ("CONTRACTOR") MUTUALLY AGREE THAT:

1. FCPS engages the CONTRACTOR to provide the following goods and/or services:
 - 1.1. The Contractor shall provide technology services/solutions and unified security capabilities in accordance with the agreement between Houston-Galveston Area Council (H-GAC) and Contractor, Cooperative Agreement Contract No. PE05-21 ("H-GAC Cooperative Agreement"). The contract consists of: this Short Form Contract No. 4400011952 ("Short Form Contract"), H-GAC Cooperative Agreement Contract No. PE05-21, included as Attachment "A" to this Short Form Contract, the School Bus Safety Camera Enforcement Program End User Services Agreement between FCPS and Contractor, included as Attachment "B" to this Short Form Contract, the Participant Agreement between ACI Payments, Inc., and Fairfax County School Board, included as Attachment "C" to this Short Form Contract, the Merchant Services Agreement for Sub-Merchants between WorldPay, LLC, and Fairfax County School Board, included as Attachment "D" to this Short Form Contract, the Master Services Agreement (Governmental Entities) between US Bank National Association and Fairfax County School Board, included as Attachment "E" to this Short Form Contract, and the Depository and Treasury Management Service Authorization for 3rd Party Agents, included as Attachment "F" to this Short Form Contract.
2. PERIOD OF CONTRACT:
 - 2.1. The period of this contract shall commence on the date of execution by the parties and be for a term of five (5) years from the date of the last installed Camera System in the first Notice to Proceed ("initial term"). In the event that additional cameras are installed, then the period of this contract shall extend for an additional five (5) years from the date of the last Camera System in the last Notice of Proceed. The installation of these additional cameras cannot go past year three (3) of the first five (5) years, which means that the initial term shall only extend for up to a total of eight (8) years which shall be memorialized via an Amendment to this contract.
 - 2.2. Automatic contract renewals are prohibited. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by and coordinated through the Office of Procurement Services. FCPS reserves the right to renew the contract after the expiration of the initial term for up to five additional periods of one (1) year each, as further detailed in Article 2 of the Special Provisions of the H-GAC Cooperative Agreement.
 - 2.3. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract is subject to appropriations by the Fairfax County Board of Supervisors and/or the School Board to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by

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the Board of Supervisors and/or School Board. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

3. COMPENSATION:

- 3.1. FCPS agrees to pay the Contractor at the rate in accordance with the Service Fee Schedule in Exhibit A of the School Bus Safety Camera Enforcement Program End User Services Agreement for goods/services attached herein as Attachment "A". As the Contractor is an independent contractor and not a bona fide County employee, the parties agree that no deductions for withholding taxes, worker's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the Contractor.

4. AUTHORITY:

- 4.1. The Director of the Office of Procurement Services has the sole responsibility and authority for negotiating, placing and when necessary modifying every contract and purchase order (except for capital construction projects) issued by the School Board. In the discharge of these responsibilities, the Director of the Office of Procurement Services may be assisted by assigned contract administrators. Specifically delegated employees are authorized to order supplies or services, and obligate the School Board for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and shall not be binding on the School Board.

5. DEFINITIONS:

- 5.1. All terms used in this contract are defined in the Fairfax County Purchasing Resolution and shall be used in accordance with such definitions.

6. INTERPRETATION OF CONTRACT:

- 6.1. Any questions pertaining to this contract shall be directed to:

Michelle Pratt, Director of the Office of Procurement Services
 Fairfax County Public Schools
 Office of Procurement Services
 8115 Gatehouse Road, Suite 4400
 Falls Church, Virginia 22042-1203
 Telephone: 571-423-3553
 Email: mrpratt@fcps.edu

7. NEW GOODS, FRESH STOCK:

- 7.1. All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

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8. INSPECTION AND ACCEPTANCE:

- 8.1. For determining acceptance of supplies or services for the purpose of eligibility for a prompt payment discount, inspection and acceptance shall be accomplished only after examination (including testing) to determine conformance with the contract requirements. Inspection, as appropriate, shall be accomplished within a reasonable time.
- 8.2. Inspection and acceptance of materials or supplies will be made after delivery at specified destinations unless otherwise stated. The County will bear the expense of inspection except for the value of samples used in case of rejection. Inspection and acceptance or rejection of the materials or supplies will be made in a reasonable time, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

9. INVOICING PROCEDURE:

- 9.1. The Contractor shall submit a monthly invoice and submit to the BILL TO address shown on the order. The invoice shall contain the applicable Purchase Order number.

10. PAYMENT:

- 10.1. Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and within thirty (30) days after upon receipt of a properly completed invoice, subject to contract requirements. Fairfax County reserves the right to withhold any or all payments or portions due to Contractor's failure to perform in accordance with the provision of the contract, including failure of goods delivered to satisfactorily pass inspection or acceptance testing.

11. SHIPPING:

- 11.1. All materials shipped to the County must be shipped F.O.B. destination unless otherwise stated in a subsequent purchase order. The materials must be delivered to the "ship to" address indicated on the purchase order. Fairfax County shall not pay transportation charges unless the contractor received prior approval from the Director of the Office of Procurement Services.

12. AUDIT RECORDS:

- 12.1 The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.

13. TAX EXEMPTION:

- 13.1. Fairfax County Public Schools is exempt from and will not pay Federal Excise Tax, Transportation Tax, or the Commonwealth of Virginia Sales and Use Tax. The Federal Excise Tax Number is [REDACTED]. The Commonwealth of Virginia Sales and Use Tax Certificate may be obtained by

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calling 571-423-3743.

14. CONTRACT INSURANCE PROVISIONS: As stated in Article 8 of the Special Provisions of the Houston-Galveston Area Council (H-GAC) Cooperative Agreement. In addition, Contractor agrees that The Fairfax County School Board, its members, officers, and employees shall be named as an additional insured under the General Liability policy.
15. INDEMNIFICATION:
 - 15.1. The Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses (collectively, the "Losses") which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the contractor shall, at his or her own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.
 - 15.2. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before raising such defense or entering into such resolution.
 - 15.3. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.
16. LIMITATION OF LIABILITY: As stated in Article 36 of the General Provisions of the Houston-Galveston Area Council (H-GAC) Cooperative Agreement, Contractor and the County agree that the limitation of Contractor's liability to Fairfax County Public Schools as written in Article 36 does not apply. Contractor and FCPS agree that to the maximum extent permitted under applicable law, Contractor's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify the County under Article 15, is limited to the total price of the particular products and services provided by or on behalf of Contractor hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to the County any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract. There is no limitation of liability of the Contractor for (i) the intentional or willful misconduct, fraud, or recklessness of the Contractor or any employee of the Contractor; or (ii) claims for bodily injury, including death, and damage to real property or tangible personal property resulting from the negligence of Contractor or any employee of Contractor as further stated in Article 3, Section 4(E) of the Fairfax County Purchasing

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Resolution, as amended.

17. CONTRACT ALTERATIONS:

- 17.1. No alterations in the terms of the Contract shall be valid or binding upon the County unless made in writing and signed by the Director of the Office of Procurement Services or his or her authorized agent. Should it become proper or necessary in the execution of this Contract to make any change in design or to make any alterations which will increase the expense, the Director of the Office of Procurement Services shall determine an equitable adjustment.
- 17.2. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the Contract, unless some changes in or additions to the Contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Director of the Office of Procurement Services.
- 17.3. The County reserves the right to add similar items/services or delete items/services specified in the Contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items/services to be added to the Contract, if any. Contract amendments will be issued for all additions or deletions.

18. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:

- 18.1. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of its contractual duties to any other person, firm or corporation, without the previous written consent of the Director of the Office of Procurement Services. If the Contractor desires to assign its right to payment under this Contract, Contractor shall notify the Director of the Office of Procurement Services immediately, in writing, of such assignment of right to payment. In no case shall any such assignment of contract relieve the Contractor from his or her obligations or change the terms of the Contract.

19. TERMINATION FOR CONVENIENCE: As stated in Article 29(A) of the General Provisions of the H-GAC Cooperative Agreement.

As stated in Article 29(A) of the General Provisions of the H-GAC Cooperative Agreement. If the Contract is terminated by the County for convenience prior to the expiration of the initial term and before the Contractor Revenue equals or exceeds the Camera System Cost (as such terms are defined below, the County shall be obligated to pay the Contractor an early termination fee determined by amortizing the Camera System Cost over a period of 60 months and multiplying the result by the Recoupment Percentage (as defined below) as follows:

$(\text{Camera System Cost} \times \text{Number of Full Months of Term Remaining} / 60) \times \text{Recoupment Percentage} = \text{Termination Fee}$

As employed herein, the following terms are defined as follows:

“Camera System Cost” means the Per Camera Cost multiplied by the number of installed Camera Systems as of the effective date of termination for convenience. Assuming that 150 Camera Systems are installed at a Per Camera Cost of \$10,900 each, the Camera System Cost would equal

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\$1,635,000.

“Contractor Revenue” means the total amount paid or payable to the Contractor hereunder based upon its share of Program Revenue as of the effective date of termination for convenience hereunder.

“Per Camera Cost” means \$10,900, as documented and verified by the Contractor.

“Recoupment Percentage” means, with respect to Contractor Revenue that does not equal or exceed the Camera System Cost, the amount obtained by subtracting the Contractor Revenue from the Camera System Cost, and then dividing the result by the Camera System Cost. Once the Contractor Revenue equals or exceeds the Camera System Cost, the Recoupment Percentage will be deemed to be 0 and Customer will no longer be obligated to pay a termination fee in the event of a termination for convenience.

Based upon the foregoing, if the Contract is terminated by the County without cause 2 full months prior to the expiration of the initial term and Contractor Revenue at such time equals 50% of the Camera System Cost, the termination fee for 150 Camera Systems with a Per Camera Cost of \$10,900 would equal \$27,250, determined as follows:

$$\$1,635,000 \times 2/60 = \$54,500; \$54,500 \times 50\% = \$27,250$$

Contractor will provide a monthly record to the County by the first of the month evidencing payments toward the Camera System Cost, as well as for any other additional costs and fees (i.e., replacement and/or repairs).

20. TERMINATION OF CONTRACT FOR CAUSE: As stated in Article 29(B) of the General Provisions of the H-GAC Cooperative Agreement. In addition, the County may terminate this Agreement for cause if: 1) there is a change in laws that adversely impact the County’s ability to operate a bus camera enforcement system; 2) an order enjoining the operation of a bus camera enforcement system by FCPS; and 3) if there are operational issues that cause a substantial or significant delay that is outside of the County’s control.
21. GUARANTIES & WARRANTIES:
 - 21.1. All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director of the Office of Procurement Services before final payment on the contract is made. Unless in conflict with this contract or as otherwise stated, manufacturer's standard warranty applies.
 - 21.2. Each party to this Agreement represents and warrants to the other party that: (i) it holds full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and (ii) the signatory to this Agreement on behalf of such party is duly-authorized by all necessary and appropriate action to execute this Agreement and to bind such party to the terms hereof. The Contractor further represents and warrants that it holds full right, power, and authority to use, and to authorize the School Board to use, the Crossing Guard System (and all components thereof) in the manner contemplated by this Agreement, and that such use, whether by Contractor, the School Board or their authorized representatives, will not violate or infringe upon the rights of any third party.

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22. GENERAL GUARANTY:

22.1. Contractor agrees to:

- a. Provide the warranties as stated in stated in Article 28 of the General Provisions of the H-GAC Cooperative Agreement.
- b. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

23. SERVICE CONTRACT GUARANTY:

23.1. Contractor agrees to:

- a. provide the warranties as stated in Article 28 of the General Provisions of the H-GAC Cooperative Agreement.
- a. Furnish services described in the contract at the times and places and in the manner and subject to conditions set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a

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defense on the part of the Contractor for infraction. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

24. OFFICIALS NOT TO BENEFIT:

- 24.1. Each bidder, offeror or contractor shall certify, upon signing a bid, proposal or contract, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. For purposes of this Paragraph, "financial benefit" means any payment, loan, subscription, advance, deposit of money, services, personal use, rebates or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. If a financial benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that a financial benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- 24.2. Whenever there is reason to believe that a financial benefit of the sort described in paragraph 24.1 has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose a financial benefit or has inadequately disclosed it, the County, as a prerequisite to payment pursuant to the Contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible financial benefit.
- 24.3. In the event the bidder or offeror has knowledge of financial benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror must disclose such facts to the Director of the Office of Procurement Services, via email at mrpratt@fcps.edu. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

25. LICENSE REQUIREMENT: All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>.

26. REGISTERING OF CORPORATIONS:

- 26.1. In accordance with Virginia Code Section 13.1-758, any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, as amended, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209.

27. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

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- 27.1. A Contractor 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 contract with the School Board pursuant to the Fairfax County Purchasing Resolution 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. The School Board may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

28. COVENANT AGAINST CONTINGENT FEES:

- 28.1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

29. VENDOR RELATIONS DIVISION:

- 29.1. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to ensure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation. PLEASE COMPLETE THE ATTACHED BUSINESS CLASSIFICATION SCHEDULE.
- 29.2. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization. The parties represent that no Federal grants or monies are involved at the time of execution of the Agreement.

30. INELIGIBILITY:

- 30.1. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Director of the Office of Procurement Services, in accordance with Article 5, Section 1 of the Fairfax County Purchasing Resolution.

31. ORDER OF PRECEDENCE:

- 31.1. In the event of conflict, the provisions of this short form contract shall take precedence over every other contract document, including those referenced in Section 48 of the General Provisions to

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the H-GAC Cooperative Agreement.

32. DELAYS AND SUSPENSIONS:

- 32.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contract term by a period of time, at a minimum, equal to the time period of the suspension, delay or interruption subject to the parties' written mutual agreement, which shall not be unreasonably withheld. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 32.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the Director of the Office of Procurement Services written notice if the County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Director of the Office of Procurement Services is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 32.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Director of the Office of Procurement Services such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

- 33. CONTRACTUAL DISPUTES: Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Director of the Office of Procurement Services, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Director of the Office of Procurement Services shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action prior to receipt of the Director of the Office of Procurement Services decision on the claim, unless the Director of the Office of Procurement Services fails to render such decision within the time specified.

- 34. COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS, ORDINANCES AND REQUIREMENTS: The Contractor will comply with all applicable federal and state laws and with all County ordinances and requirements.

- 35. LEGAL ACTION: No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met. Statutory requirements include, but are not limited to, the requirements of the Virginia Public Procurement Act, as reflected in the Fairfax County Purchasing Resolution.

- 36. HIPAA COMPLIANCE: Intentionally Omitted.

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37. PERSONALLY IDENTIFIABLE INFORMATION:

- 37.1. Contractor will comply with all applicable laws regarding safeguarding and protection of personally identifiable information made available through this Contract. Contractor must report to the County all breaches that result in exposure of the County's data or other incidents compromising the security of the County's data. For purposes of this section "County data" means data that the Contractor accesses, stores, and/or hosts pursuant to this Contract and includes "personal information" defined by Virginia Code § 18.2-186.6 and "medical information" defined by Virginia Code § 32.1-127.1:05, as applicable. Such reports must be made to the County immediately upon discovery of the breach and no later than three days from when Contractor discovered the breach. The requirements of this paragraph are in addition to and do not relieve Contractor of its obligation to comply with any other requirements imposed by law regarding data breaches. If any notices to individuals or third parties are required by applicable law due to a data breach, the parties will cooperate to ensure that such notice is timely provided.

38. NON-DISCRIMINATION:

- 38.1. During the performance of this Contract, the Contractor agrees:

- i. that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- ii. 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.
- iii. 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 provision.

The Contractor will include the provisions of paragraphs i, ii, and iii above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 38.2. **Fairfax County 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, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.**

39. DRUG FREE WORKPLACE:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

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(iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract 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 conjunction with a specific contract awarded to a Contractor in accordance with this section, 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.

40. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

41. Fairfax County Government is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Acceptance of this contract by the Contractor acknowledges the Contractor's commitment and compliance with ADA.

42. VENUE:

- 42.1. This Contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

43. IMMIGRATION REFORM AND CONTROL ACT:

- 43.1. Contractor certifies that it 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.

44. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- 44.1. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- 44.2. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive

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negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- 44.3. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - 44.4. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
 - 44.5. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).
 - 44.6. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.
45. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:
- 45.1. By the signature of its authorized official on this contract, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02 of the Virginia Code; any offense involving the sexual molestation or physical or sexual abuse or rape of a child; or any crime of moral turpitude. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
 - 45.2. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the Contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the Contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.

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- 45.3. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request when present on FCPS property. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. All contractors will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist. Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.

Failure to comply with the above requirements may result in termination of the Contract.

ACCEPTED BY:

 Name & Title
 AMERICAN TRAFFIC SOLUTIONS, INC.

 DATE

 Name & Title
 Facilities and Transportation Services

 DATE

 Michelle R. Pratt, Director
 Office of Procurement Services

 DATE

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BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years..

Minority Business – is a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

Woman-Owned Business – A business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box C on line 2.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

Line	SMALL BUSINESS	LARGE BUSINESS	OWNERSHIP
1	___ B	___ Y	Regardless of Ownership
2	___ C	___ A	Women-Owned
3	___ X	___ V	Minority-Owned

NAME OF FIRM: _____

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder:

☐ is a corporation or other business entity with the following SCC identification number:
 _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

☐

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - American Traffic Solutions, Inc. - Public Services - ID: 6673

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and American Traffic Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1150 N. Alma School Road, Mesa, AZ 85201.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins May 01 2021 and ends Apr 30 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all

subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all

obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS**Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill

any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ)

if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items

designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 49: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

American Traffic Solutions, Inc.

Signature  DocuSigned by:
3A13604341654C7...

Name David Roberts

Title President and CEO

Date 6/14/2021

H-GAC

Signature  DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/15/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - American Traffic Solutions, Inc. - Public Services - 6673

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA") with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment A		
American Traffic Solutions Inc.		
Traffic Control, Enforcement and Signal Preemption Equipment		
Contract No.: PE05-21		
H-GAC Product Code	Item Description (Offeror may not change any description or add items)	Offered Price
CE	1 Complete Red Light Camera System - Owner Liability Ordinance	\$105,000.00
CE	1 Complete Red Light Camera System - Driver Liability Ordinance	\$157,000.00
CE	1 Complete Red Light and Intersection Speed Camera System - Owner Liability Ordinance	\$110,000.00
CE	1 Complete Red Light and Intersection Speed Camera System - Driver Liability Ordinance	\$162,000.00
CE	1 Complete Fixed-Speed Camera System - Owner Liability Ordinance	\$105,000.00
CE	1 Complete Fixed-Speed Camera System - Driver Liability Ordinance	\$157,000.00
CE	1 Complete Transportable Speed Camera System - Owner Liability Ordinance	\$79,000.00
CE	1 Complete Transportable Speed Camera System - Driver Liability Ordinance	\$138,000.00
CE	1 Complete Mobile Speed Camera System - Owner Liability Ordinance	\$95,000.00
CE	1 Complete Mobile Speed Camera System - Driver Liability Ordinance	\$125,000.00
CE	1 Complete Handheld Lidar Speed Enforcement Device - Owner Liability Ordinance	\$12,900.00
CE	1 Complete CrossingGuard™ School Bus Stop Arm Enforcement System - Owner Liability Ordinance	\$10,900.00
CE	1 Complete CrossingGuard+™ Smart & Safe School Bus System - Owner Liability Ordinance	\$21,800.00
CE	Fixed Automated License Plate Reader System (2-Lane) Client-Owned: Camera, Edge Processing Unit, Back-Office Application (Unlimited Users for Single Client), Basic Support, and Warranty Included for 5 Years. Does Not Include SIM Card, Cellular Service, Design, Engineering and Construction Costs.	\$11,940.00
CE	Fixed Automated License Plate Reader System (2-Lane) with Pole and Solar Panel Client-Owned: Lightweight Pole, Solar Panel, Camera, Edge Processing Unit, Back-Office Application (Unlimited Users for Single Client), Basic Support, and Warranty for 5 Years Included. Does Not Include SIM Card, Cellular Service, Design, Engineering and Construction Costs.	\$14,940.00
CE	Fixed Automated License Plate Reader System (3-Lane) Client-Owned: Camera, Edge Processing Unit, Back-Office Application (Unlimited Users for Single Client), Basic Support, and Warranty Included for 5 Years. Does Not Include SIM Card, Cellular Service, Design, Engineering and Construction Costs.	\$16,175.00
CE	Fixed Automated License Plate Reader System (4-Lane) Client-Owned: Camera, Edge Processing Unit, Back-Office Application (Unlimited Users for Single Client), Basic Support, and Warranty Included for 5 Years. Does Not Include SIM Card, Cellular Service, Design, Engineering and Construction Costs.	\$19,220.00
CE	Fixed Automated License Plate Reader System Solar Panel Power System Client-Owned: Solar Panel Equipment Only with Support for 5 Years.	\$6,030.00
CE	Mobile/Vehicle-Mounted Automated License Plate Reader System (2 Cameras) Client-Owned: Cameras, Edge Processing Unit, Back-Office Application (Unlimited Users for Single Client), Basic Support, and Warranty Included for 5 Years. Does Not Include SIM Card, Cellular Service, or Custom Installation Services.	\$14,940.00
CE	Mobile/Vehicle-Mounted Automated License Plate Reader System (4 Cameras) Client-Owned: Cameras, Edge Processing Unit, Back-Office Application (Unlimited Users for Single Client), Basic Support, and Warranty Included for 5 Years. Does Not Include SIM Card, Cellular Service, or Custom Installation Services.	\$17,940.00
CE	Speed Trailer-Mounted Automated License Plate Reader System, Client-Owned: Speed Radar Trailer Hardware with Solar Panel, Camera, and Edge Processing Unit, and Back-Office Application (Unlimited Users for Single Client) for 5 Years Included. Does Not Include SIM Card and Cellular Service Costs.	\$59,682.00

MARKETING PLAN	Invitation No.: PE05-21
Offeror Name:	
Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.	
<p>Verra Mobility plans an aggressive marketing campaign for the HGACBuy program, incorporating it into our annual sales strategy and individual quarterly sales plans. The campaign includes offering use of the contract:</p> <ul style="list-style-type: none">• In initial sales presentations,• In proposals,• At trade shows, and• In our electronic outreach campaigns. <p>More and more clients—prospective and current— inquire about cooperative-buying programs they may use in order to help them save time and money in establishing or expanding integrated photo enforcement programs. Verra Mobility will comply with guidelines regarding H-GAC and HGACBuy logo use, including obtaining prior approval for printed materials.</p>	

AMENDMENT No. 2 to CONTRACT No. PE05-21
For
Traffic Control, Enforcement & Signal Preemption Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
American Traffic Solutions, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through April 30, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.


Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

82E6270D5D61423

Chuck Wemple, Executive Director
Date: 5/8/2023

Signed for: **American Traffic Solutions, Inc.**

Printed Name & Title:

DocuSigned by:

A9C6116EA1E246B...

Jon Baldwin Executive Vice President
Date: 5/8/2023

ATTACHMENT B

**SCHOOL BUS SAFETY CAMERA ENFORCEMENT PROGRAM
END USER SERVICES AGREEMENT**

This End User Services Agreement, which includes the attached Exhibits (“Agreement”), is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”), with its principal place of business at 1150 North Alma School Road, Mesa, Arizona 85201, and Fairfax County School Board, a public body that operates Fairfax County Public Schools (“Customer” or “FCPS”), with offices at Gatehouse Administration Center, 8115 Gatehouse Road, Falls Church, Virginia 22042, a school district in the state of Virginia.

WHEREAS, Customer wishes to implement an automated enforcement program for school bus stop-arm device violations in accordance with Code of Virginia, § 46.2-844 and local ordinance § 82-2-8 (the “Program”);

WHEREAS, Verra Mobility has the exclusive possession and ownership of the Axis™ System, including certain knowledge, equipment, licenses, and the processes for processing Violations;

WHEREAS, the Houston-Galveston Area Council (“H-GAC”) has created a cooperative purchasing program known as H-GACBuy, of which Customer is a member;

WHEREAS, Verra Mobility has entered into a Contract with H-GAC for the provision of transportation safety services to the government entities participating in H-GAC and to members of H-GACBuy; and

WHEREAS, Customer wishes to enter into this Agreement through H-GACBuy in order to set forth the terms and conditions pursuant to which Verra Mobility will implement and perform a school bus stop arm camera enforcement program within Fairfax County Public Schools (such program, as hereinafter described, sometimes referred to herein as the “Enforcement Program”).

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby admitted and acknowledged, the parties agree as follows:

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Axis” or “Axis System”: The proprietary back-end system that processes violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts.

“Business Rules”: The Business Rules Questionnaire to be completed by Customer or at Customer’s instruction, the Fairfax County Police Department, and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

“Camera System”: A photo-traffic monitoring device consisting of camera(s) and a traffic monitoring device (specifically, Radio Engineering Industries’, Inc., *Crossing Guard ALPR 2.1 Stop Arm Camera Pod* REI model no. 710817; and Radio Engineering Industries’, Inc., *Crossing Guard Overview Camera Kit* model no. 750284) capable of accurately detecting a school bus stop arm traffic violation on up to two (2) contiguous lanes which records such data with one (1) or more images of such vehicle. “Camera System” shall, where the context requires, also include any enclosure or cabinet and related appurtenances in which the equipment is stationed. All initially installed devices shall be new and shall not be refurbished. Any replacement or relocated devices may be refurbished devices that operate and perform substantially the same as the originally installed devices.

“Centralized Depot”: A central bus depot or garage owned by Customer where installation and maintenance work on Camera Systems will be performed. Customer may designate up to three Centralized Depots for performance of such work, as set forth in Section 3.3.

“Citation”: A citation, summons, notice of violation, notice of infraction, notice of liability or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in Axisis.

“Crossing Guard® System”: A proprietary school bus stop arm enforcement system and program comprised of a Camera System and Axisis.

“Event”: A potential Violation captured by the Camera System.

“Fees”: The amount payable by Customer to Verra Mobility for equipment, services, and maintenance as set forth in **Exhibit A**.

“Laws”: all applicable federal, state, or local, laws, ordinances, regulations, and orders.

“Notice to Proceed”: Signed confirmation from Customer that Verra Mobility may proceed with the installation of a given Camera System, a form of which is attached hereto as **Exhibit B**.

“Person” or “Persons”: Any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“Program Revenue”: Any fine, funds or monies paid by a violator for any reason related to any violation documented and evidenced by Axisis.

“Project Time Line”: The initial schedule and timelines required to begin the implementation of Customer’s Enforcement Program, as mutually agreed upon by the parties. The initial timeline for the Enforcement Program will be prepared assuming the active cooperation and engagement of the Enforcement Program stakeholders set forth in Section 7.1.6 below.

“Selected Buses”: School buses that have been selected as determined by Customer for the installation of Camera Systems, such buses are expected to include buses that travel general purposes routes, but may exclude those buses that enter into multiple jurisdictions, special-purposes buses, or spare buses. Selected Buses will be identified in a Notice to Proceed issued by Customer.

“Violation”: A failure to obey an applicable traffic law or regulation related to a motor vehicle unlawfully passing a school bus captured by a Camera System, as determined in law enforcement’s sole discretion.

2. ROUTE SELECTION:

- 2.1 Customer shall provide Verra Mobility with selected bus route information within thirty (30) calendar days after the Effective Date of this Agreement. If Customer shall need additional time outside of the thirty (30) calendar days, then Customer shall provide Verra Mobility with this information as soon as reasonably practicable.
- 2.2 Verra Mobility will provide Customer with recommendations on the appropriate routes and number of Camera Systems to be installed during the Agreement. Customer will carefully consider Verra Mobility’s recommendations, together with those of FCPS staff and other stakeholders in this process, including the Fairfax County Police Department, and relevant traffic and violation data, when identifying bus

routes and Selected Buses to be included in the Enforcement Program. The parties will cooperate in good faith to resolve any concerns either may have regarding bus routes and Selected Buses, provided that the ultimate decision-making authority regarding such matters will reside with Customer.

- 2.3 Within a reasonable period of time following Customer's final determination regarding bus routes and Selected Buses, and provided that Customer has entered into an intergovernmental agreement with Fairfax County, Virginia, and to the extent necessary, with the Fairfax County Courts, regarding responsibilities for implementation of the Enforcement Program, Customer shall provide Verra Mobility with a Notice to Proceed for the acquisition, shipping and installation of Camera Systems.
- 2.4 By mutual written agreement of the parties, Camera Systems may be installed on additional buses and/or other photo enforcement services may be implemented at any time during the term of this Agreement.
- 2.5 Customer shall provide a Notice to Proceed to Verra Mobility for any additional installations or relocations subject to the parties' mutual agreement as to the number for any additional installations and all of which will be incorporated into and governed by this Agreement. The parties will cooperate in good faith to resolve any concerns either may have regarding bus routes and Selected Buses, provided that ultimate decision-making authority regarding such matters will reside with Customer.

3. INSTALLATION, MAINTENANCE, AND REMOVAL:

- 3.1 Verra Mobility will provide and install school bus stop arm Camera Systems on Customer's Selected Buses.
- 3.2 After the issuance of a Notice to Proceed issued under Section 2.3 or Section 2.5 above, Verra Mobility and Customer will schedule installation appointment(s) for the Selected Buses identified for Camera System installation as mutually agreed upon by the parties in writing. Unless otherwise agreed by the parties, Verra Mobility will complete all such installations within one hundred and eighty (180) days after issuance of the Notice to Proceed.
- 3.3 Customer shall normally provide three Centralized Depots for installation of Camera Systems on all Selected Buses. Where Customer desires to utilize more than one Centralized Depot for installations, such additional Centralized Depots must be coordinated with Verra Mobility. The parties will cooperate in good faith to resolve any concerns regarding the locations of the Centralized Depots, provided that ultimate decision-making authority regarding such matters will reside with Customer. Customer will ensure Selected Buses are parked in the Centralized Depot on the date and time scheduled for installation.
- 3.4 Customer shall allow Verra Mobility's employees and/or subcontractors access to Selected Buses as reasonably required during the term of this Agreement for the installation and maintenance of the Camera Systems, and for removal of the Camera Systems upon expiration of the Agreement.
- 3.5 Customer agrees to make each Selected Bus available for up to four (4) continuous hours on dates agreed-upon by the parties for installation, maintenance, or removal of a Camera System on each such Selected Bus.
- 3.6 Customer shall grant Verra Mobility access to three Centralized Depot(s) as scheduled in advance for performance of installation, maintenance and removal of Camera Systems hereunder.
- 3.7 Except in cases of an extenuating circumstances such as a weather or other emergency, Customer shall provide Verra Mobility three (3) calendar days prior written notice of cancellation of an installation, maintenance, or removal appointment, otherwise Customer shall be responsible for installation team's

documented, non-recoverable travel expenses not to exceed \$1,400 for each cancelled day of appointments.

4. OPERATIONAL SUPPORT:

- 4.1 Customer will perform routine tests or basic diagnostics each morning of school operation in accordance with the training provided by Verra Mobility to ensure each Camera System is working properly prior to setting out on bus routes each day. The parties agree that Customer's obligation with regard to such routine maintenance and basic diagnostics consists of the following: Customer agrees to assist Verra Mobility in basic preventative maintenance of the Camera Systems consisting of cleaning any glass lens located within 6 feet of ground level, as needed, and verifying the operational status of the Camera System by observing the power indicators are on, and performing other minor, non-technical functions in the nature of depressing a power button or flipping a power switch as may be reasonably requested by Verra Mobility support staff.
- 4.2 Customer must notify Verra Mobility if any Selected Bus is not operational and/or on the assigned bus route within twenty-four (24) hours of becoming aware that the Selected Bus is non-operational.
- 4.3 Customer must notify Verra Mobility within seventy-two (72) business hours after discovery of any damage to a Camera System, regardless of whether or not said damage is caused by Customer.

5. RELOCATION OF AND DAMAGE TO CAMERA SYSTEMS:

- 5.1 In the event of damage to a Camera System that is caused as a result of negligence of FCPS, FCPS shall cover the repair and/or replacement from the FCPS share of Program Revenue and Verra Mobility shall only invoice FCPS for any such repair and/or replacement costs up to the amount of FCPS share of Program Revenue to-date when the repair and/or replacement occurs and if the FCPS share of Program Revenue to-date is insufficient to pay the costs, the unpaid costs shall carry-over to the subsequent month(s) when the FCPS share of Program Revenue is sufficient to pay the remaining costs in full and if at the end of the term the FCPS share of Program Revenue is insufficient to pay the costs in full, Verra Mobility agrees to waive its right to recovery with respect to any balance owing to Verra Mobility at the end of that term. In the event of damage to a Camera System that results from any cause other than negligence of FCPS, including but not limited to, a traffic incident for which the bus driver is not held responsible, an act of vandalism, or negligence by Verra Mobility, Verra Mobility shall cover the repair and/or replacement.

6. TRAINING:

- 6.1 Verra Mobility will provide initial training to Customer on the minor maintenance, use, and operation of the CrossingGuard System on such dates and times as mutually agreed upon by the parties. Customer shall be responsible for training subsequent to the initial training conducted by Verra Mobility. Verra Mobility shall not charge FCPS for any subsequent trainings conducted by Verra Mobility.
- 6.2 Verra Mobility will provide training to law enforcement, courts, and school personnel as necessary, which shall be at no additional cost to FCPS.

7. OPERATIONS:**7.1 Customer Duties.**

- 7.1.1 Customer will train the bus operators in the proper execution of stop arm deployment in accordance with applicable state laws, regulations, and Customer's policies and procedures.
- 7.1.2 Customer shall be responsible for training its drivers on the use and operation of the school bus stop arm with the expectation that the Camera System will operate autonomously and without intervention of FCPS personnel upon deployment of the stop arm. Customer will advise its drivers of so-called "false triggers" in an effort to minimize their occurrence. False triggers will be identified by Verra Mobility during Customer's initial training. If significant numbers of false triggers occur due to Customer error, Verra Mobility will notify Customer of the issue and may assist Customer in resolving the problem by providing additional training at no additional cost to Customer. If Citations are not captured or are not enforceable due to improper procedure by the bus driver at bus stops, Verra Mobility will identify the bus drivers and offer one additional training session. Should a bus operator be identified as regularly exhibiting behaviors that violate normal practice (including, but not limited to, driving with the stop arm deployed), Verra Mobility will notify Customer of the issue. Customer will in no event be responsible for any failure of a Camera System to operate and perform its intended function.
- 7.1.3 Selected Buses are expected to maintain a Monday through Friday schedule, except for on school holidays, summer school, weather-related closures and other emergency closures, and maintenance related and/or operational related issues. Customer shall notify the Verra Mobility contact as soon as reasonably possible of any unscheduled changes to the operation of Selected Buses.
- 7.1.4 If the school bus stop arm violation video segments and related data are unable to be uploaded during the route each day, the parties shall meet in good faith and determine a solution, such as reassignment of the bus, for ensuring the violation video segments and related data is uploaded each day. If a solution is not found, the Camera System will be relocated to another bus.
- 7.1.5 Customer will be working with other County departments and agencies for all final jurisdictional issues, including but not limited to as they pertain to issuance of Citations, adjudication of Violations, and collections of Program Revenue, which Customer shall address through an Intergovernmental Agreement ("IGA") with other local government agencies.
- 7.1.6 Within seven (7) business days after the Effective Date of this Agreement or as soon thereafter as reasonably practicable under the circumstances, Customer shall provide Verra Mobility with the name, title, mailing address, email address and phone number of all key Customer, police and court stakeholders required for the implementation of the Program.
- 7.1.7 Customer and Verra Mobility shall complete the Enforcement Project Time Line within ninety (90) calendar days of the Effective Date of this Agreement, unless otherwise mutually agreed by the parties. The parties shall make every effort to adhere to the Project Time Line.
- 7.1.8 Customer shall work with the applicable law enforcement agency to prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program.

- 7.1.9 Customer will comply with all Laws applicable to its conduct with respect to the Enforcement Program.
- 7.2 Law Enforcement Review. A law enforcement officer from the applicable jurisdiction will review Events to determine which Events constitute Violations and will issue Citations based upon those determinations. The law enforcement reviewer will make the final determination of whether a Violation has occurred.
- 7.3 Communications. In accordance with FCPS regulations, Verra Mobility shall communicate with and obtain prior approval of the FCPS' Office of Communications and Community Relations regarding any and all public statements issued by or on behalf of Verra Mobility relating to the Enforcement Program or that would involve the ongoing and/or continuous media and/or any elected official in regards to this contract, the Enforcement Program or any and all public statements in connection with the cameras installed. Verra Mobility's use of any images including students and/or students' work shall be approved in advance and in writing by FCPS. Verra Mobility's Communications Department will assist Customer with public information content and outreach campaign strategies aimed at educating the public about the Enforcement Program and associated safety concerns.
- 7.4 Processing.
- 7.4.1 Customer will work with the Fairfax County Police Department through an IGA or equivalent agreement to detail the actions necessary to ensure that valid Violations captured by the Camera System are enforced and prosecuted in a court of competent jurisdiction or, where applicable, through an administrative hearing process. To ensure no valid violations are lost due to failure to issue a Citation, an IGA or equivalent agreement shall request that the law enforcement agency to review and approve or reject a violation within three (3) business days of the violation data being available to the law enforcement agency for review.
- 7.4.2 Customer shall request the law enforcement agent or agency or approved alternate to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **Exhibit C**) to provide verification to the National Law Enforcement Telecommunications System (NLETS), State Department of Motor Vehicles, or appropriate authority indicating that Verra Mobility is acting on behalf of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1) and as may otherwise be provided or required by any provision of applicable state law. In addition to the Verra Mobility DMV Services Subscriber Authorization, Customer shall execute such agreements or applications as requested by Verra Mobility with departments of motor vehicles in order to provide Verra Mobility with access to motor vehicle data for purposes of the Enforcement Program. Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with Customer and use such records for the sole purpose of assisting Customer in processing Citations. Verra Mobility will mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other lawful means including but not limited to skip tracing.
- 7.4.3 Verra Mobility will process Events captured by the Camera Systems and provide Customer's designated law enforcement agency with digital images and video of the Events, including a cropped close-up digital image of the offending vehicle's license plate, in a secure web-based application for the review and approval of Customer's designated law enforcement agent or agency.

- 7.4.4 Before commencing operation of the Enforcement Program, Verra Mobility will develop a form of Citation for use in connection with the Enforcement Program that complies with Laws and provide Customer with a draft for review and comment. After incorporating Customer's revisions to the form of Citation, the parties will use the agreed-upon form of Citation in connection with operation of the Enforcement Program. Verra Mobility will provide print and mail services for the Citations issued by the law enforcement agency. Verra Mobility will pay and be responsible for all costs associated with printing and mailing Citations hereunder.
- 7.4.5 As part of the Enforcement Program provided by Verra Mobility under the Agreement, Verra Mobility shall provide lockbox and e-payment services on behalf of Customer. Such services will allow for the collection and deposit into an account designated by Customer of all payments submitted electronically, by credit card, or by check as payment for Citations issued in connection with the Enforcement Program, transferring such payments to an account designated by Customer for such purpose, and maintaining accurate records of such payments. Within seven (7) business days after receipt by Customer or as soon thereafter as reasonably practicable under the circumstances, Customer shall provide Verra Mobility completed banking forms, which may include among others a participation agreement and submerchant agreement with the payment processor as well as a bank verification letter prepared by the Customer's settlement account's bank, and a Form W-9, Request for Taxpayer Identification Number and Certification.
- 7.4.6 Notwithstanding anything to the contrary in the Agreement, including the End User License Agreement, the Short Form Contract, the Participant Agreement between Customer and ACI Payments, Inc., and any other documents that comprise of the final contract between Customer and Verra Mobility, all commitments made to Customer are made exclusively by Verra Mobility (and not ACI Payments, Inc., Worldpay, LLC, U.S. Bank National Association, and any other third party not listed herein)(collectively, "Third Parties"). Customer must look solely to Verra Mobility regarding any rights, claims or damages relating to, or arising out of, the Third Parties' offerings under the applicable agreements. This Agreement applies to Customer's use of the Third Parties' offerings under the applicable agreements that are attached to Customer's Short Form Contract with Verra Mobility. Verra Mobility is not an agent of the Third Parties and is not acting on behalf of the Third Parties. Verra Mobility represents and warrants that it has full right, power and authority to (i) enter into the Agreement; (ii) fulfill all obligations to Customer throughout the Term; and (iii) obligate the Third Parties to perform in accordance with the terms and conditions of the Agreement throughout the Term notwithstanding the fact that the Third Parties are not a party to any agreement between Customer and Verra Mobility. Any breach or failure on the part of the Third Parties' to perform an obligation under the Agreement will be deemed to be the breach or failure of Verra Mobility and will be enforceable against Verra Mobility.
- 7.4.7 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of up to the greater of \$5.00 or to 5% of the total payment, for each payment processed through the web, call center, IVR, or other electronic means (but not for payments made by mail). Such service/convenience fee will be the responsibility of (and will be paid by) the payor of the Citation and will be retained by Verra Mobility.
- 7.4.8 Verra Mobility will comply with all Laws applicable to its conduct with respect to the Program.
- 7.5 Reports. The Axis System shall provide Customer with the ability to run and print standard system reports. For any desired custom reports not readily available from the Axis System, Verra Mobility shall provide a cost estimate to Customer for providing such services in accordance with Section 17.1 of the FCPS Short Form Contract.

- 7.6 Public Disclosure: Verra Mobility Corporation, the ultimate parent company of Verra Mobility, is a public company registered with the U.S. Securities and Exchange Commission (SEC) with shares of its common stock listed on the NASDAQ. Nothing in this Agreement shall be construed to limit Verra Mobility's or Verra Mobility Corporation's ability to comply with each entities' disclosure obligations as interpreted by each entities' attorneys and accountants under applicable, laws, rules, and regulations of the SEC or the NASDAQ.

8. TERM:

As stated in Section 2.1 of the FCPS Short Form Contract.

9. FEES AND PAYMENT:

- 9.1 Customer shall be responsible for and shall pay the Fees indicated in **Exhibit A**, Service Fee Schedule. Customer additionally shall be responsible for and shall pay such other fees as are detailed in the Agreement in the event such fees are incurred as provided herein.
- 9.2 Invoices shall be in standard Verra Mobility format and provided electronically at no additional cost to Customer. Invoices shall be submitted to Customer in the manner specified in the Agreement and shall include such information as may be required by Customer.
- 9.3 Customer shall pay all approved invoices within thirty (30) days after receipt.
- 9.4 Verra Mobility's Fees in **Exhibit A** will be fixed for the initial term of this Agreement; thereafter, unit prices will increase annually by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. Customer average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group.

10. COMMUNICATION OF INFORMATION:

Verra Mobility will comply with reasonable requests from Customer for information obtained by Verra Mobility through operation of the Camera Systems or the Axis System. Verra Mobility reserves the right to assess a reasonable fee for such services from a third party (other than a representative of Customer or the applicable law enforcement agency) who requests such information and from Customer if Customer could have retrieved the information from the Axis System without the assistance of Verra Mobility in accordance with Section 17.1 of FCPS' Short Form Contract. Notwithstanding the foregoing, Verra Mobility may not provide information relating to the Enforcement Program to non-Customer requesting parties except as set forth below and pursuant to Subsection 7.6 of this Agreement. For any non-Customer requests for information Verra Mobility shall work collaboratively with Customer to provide or withhold requested information in a timely manner. Unless disclosure is required by law, Verra Mobility shall not provide information to a third party without the prior written approval of Customer. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable, as further stated in Section 44 of the FCPS' Short Form Contract.

11. CONFIDENTIALITY:

No information given by Verra Mobility to Customer will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by Verra Mobility ("Verra Mobility Confidential Information"). If, however, Verra Mobility does designate certain information as proprietary or confidential, Customer shall treat the Verra Mobility Confidential Information with the same degree of care and same restrictions as Customer treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. Customer will use Verra Mobility Confidential Information solely in connection with its rights and obligations under this Agreement, and will not use Verra Mobility Confidential Information for any other purpose. If Customer receives a request or becomes

legally obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by a governmental agency, or the application of statutes, rules or regulations) to disclose any of the Verra Mobility Confidential Information, Customer will promptly provide Verra Mobility with written notice of such request or requirement before any disclosure, and will cooperate with Verra Mobility's reasonable efforts to obtain confidential treatment of the Verra Mobility Confidential Information provided that Verra Mobility takes prompt action to obtain such treatment within the timeframe provided to Customer for responding to the request in a timely manner. If a protective order or other confidential treatment is not obtained or if Verra Mobility waives its rights under this paragraph, Customer may agree to furnish only so much of the Verra Mobility Confidential Information as it is legally required to furnish and, where appropriate and permitted by law, to exercise its best efforts and may obtain written assurances that confidential treatment will be accorded to the Verra Mobility Confidential Information. Customer may give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure, and Customer will allow Verra Mobility to participate in any related proceeding. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable. Customer's compliance with the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 *et seq.*, will in no event constitute a breach or violation of Customer's obligations hereunder.

12. OWNERSHIP:

Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and the Axis System, as provided for use by the Customer under the terms and conditions of this Agreement. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants Customer a non-exclusive, non-transferable, royalty-free license to use the Axis System.

Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the Camera Systems and the Axis System. Furthermore, Verra Mobility has a right to use (but not disseminate or otherwise make public, except pursuant to Subsection 7.6 of this Agreement) non-personalized and aggregated Program data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's Enforcement Program.

13. INDEMNIFICATION AND LIABILITY:

- 13.1 Indemnification by Verra Mobility. In accordance with Section 15.1 of the FCPS' Short Form Contract.
- 13.2 Indemnification by Customer. In accordance with Section 15.3 of the FCPS' Short Form Contract.
- 13.3 Indemnification Procedures. In the event of any claim, action, or demand ("Claim") in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses (as defined in Section 15.1 of the FCPS Short Form Contract") or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim; and no party shall have the right to enter into any settlement agreement, or make any admissions of liability, without first: (a) notifying the other party; (b) obtaining its written consent concerning any statements or conduct; and (c) permitting that party's participation in settlement negotiations to ensure that said settlement agreement does not materially affect the other party's ability to assert any claims or defenses against the involved third-party (or third-parties) to such settlement, or bind the other party without its consent. Each party acknowledges that their respective insurance providers may have the right to participate in such settlement negotiations.
- 13.4 Limited Liability. In accordance with Section 16 of FCPS' Short Form Contract.

14. LIMITED WARRANTY:

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND VERRA MOBILITY'S RESPONSE TO HGACBUY INVITATION TO BID NO. PE05-21, VERRA MOBILITY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE CAMERA SYSTEMS, THE AXIS SYSTEM, OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM. THE CUSTOMER ACKNOWLEDGES THAT AT TIMES SUCH SYSTEMS AND RELATED EQUIPMENT AND SOFTWARE MAY MALFUNCTION OR OTHERWISE NOT OPERATE AS ANTICIPATED. VERRA MOBILITY SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

15. STATE LAW TO APPLY:

In accordance with Section 42.1 of the FCPS' Short Form Contract.

16. DISPUTE RESOLUTION: In accordance with Section 35 of the FCPS' Short Form Contract.

17. TERMINATION:

17.1 This Agreement may be terminated in accordance with Sections 19 and 20 of the FCPS Short Form Contract.

17.2 Upon termination of this Agreement under Section 17.1, or because the Agreement has reached the end of its term and is not renewed, the parties recognize that Customer must process Citations in the pipeline, and that Verra Mobility accordingly must assist Customer in this regard.

Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period:

17.2.1 Customer shall cease using the Camera Systems to capture Events.

17.2.2 Unless it is unlawful to do so, Verra Mobility will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and may be entitled to a monthly fee per Camera System. After such ninety (90) day period, Verra Mobility will terminate all use of the Axis System for Customer's Program and upon such termination, the Axis System, including violationinfo.com website, and related lockbox shall no longer be capable of accepting payments.

17.2.3 Customer shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days. Verra Mobility shall remove and uninstall all provided equipment at no additional cost to Customer.

17.3 In the event of termination by Verra Mobility for non-payment of Fees by Customer, Verra Mobility shall cease processing Events as of the date of termination.

18. LIMITED AGENCY:

Customer hereby grants Verra Mobility the authority to act on its behalf as a limited agent of Customer, and may cause the applicable law enforcement agency through an IGA to grant Verra Mobility the authority to act as a limited agent of the law enforcement agency, for the purposes of (i) facilitating establishment and maintaining bank accounts and delivering payment/transfer instructions, if applicable; (ii) accessing DMV records in accordance with the authorizations referenced in Section 7.4.2 of this Agreement and all Laws; and (iii) generating and administratively processing recorded

images of Events as described in this Agreement and the Business Rules and in accordance with all Laws. Verra Mobility and its employees, contractors, agents and servants will in no event be considered to be employees, agents (other than in the limited capacity described herein), or servants of Customer. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and Customer.

19. USE OF SUBCONTRACTORS:

From time to time, Verra Mobility may subcontract certain services provided under this Agreement without consent of Customer, provided notice is provided to Customer within a reasonable period of time and provided that Verra Mobility remains fully responsible for all services provided hereunder notwithstanding its engagement of one or more subcontractors. Verra Mobility shall require subcontractors to abide by the terms of this Agreement and the applicable provisions of the Short Form Contract, including without limitation, requirements relating to criminal background checks.

20. DATA RETENTION:

Subject to litigation holds, court orders, changes in Law, or other legal requirements applicable to Verra Mobility, Verra Mobility shall maintain the categories of data set forth under the heading "Type of Record" for the periods of time set forth under the heading "Minimum Verra Mobility Retention Period" on **Exhibit D** during the term of the Agreement. Within one hundred-twenty (120) days of the later of the termination of the Agreement or the termination of any wind-down period, Verra Mobility shall at its option either (i) place the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records (each as described on **Exhibit D**), not previously disposed of in accordance with the data retention schedule at a secured location with SFTP access available to FCPS and provide prompt written notice and access instructions to FCPS; or (ii) provide Customer with a hard-drive containing the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records, where Customer shall have ninety (90) days to retrieve and validate the information. After expiration of such ninety (90) day period, Verra Mobility shall delete all data from the SFTP location and all backup locations (if applicable) and shall have no further data retention obligations to Customer with respect to such data.

21. ASSIGNMENT:

In accordance with Section 18.1 of the FCPS' Short Form contract.

22. FORCE MAJEURE:

In accordance with Article 31 of the General Provisions of the Houston-Galveston Area Council (H-GAC) Cooperative Agreement, provided that references to H-GAC therein shall be deemed to refer to Customer.

23. TAXES:

In accordance with Section 13.1 of FCPS Short Form Contract.

24. NOTICES:

Any notices or demand which, under the terms of this Agreement or under any statute, must or may be given or made by Verra Mobility or Customer shall be in writing and shall be given or made by personal service, first class mail, Federal Express, or by certified mail to the parties at the following addresses:

Fairfax County Public Schools
Gatehouse Administration Center
8115 Gatehouse Road
Falls Church, Virginia 22042
Attn: Clerk of the School Board

American Traffic Solutions, Inc.
1150 North Alma School Road
Mesa, Arizona 85201
Attn: Legal Department – Government Solutions

With a copy to:
Fairfax County Public Schools
Gatehouse Administration Center
8115 Gatehouse Road
Falls Church, Virginia 22042
Attn: John Foster, Esq., Office of Division Counsel

25. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable herein.

26. AMENDMENTS TO THE AGREEMENT:

In accordance with Section 17 of the FCPS Short Form Contract.

27. INTEGRATION:

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior or contemporaneous understanding, written or oral, between the parties respecting its subject matter.

28. SURVIVAL:

The following Sections shall survive the termination of this Agreement: Sections 9, 13-18, 20, 22, 23, 25 and this Section 28.

29. ADDITIONAL SERVICES:

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new or additional technologies for Customer to consider in relation to the Enforcement Program and, if so desired, Customer may procure from Verra Mobility the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon by the parties as detailed in accordance with Section 17 of the FCPS Short Form Contract.

30. PILOTS:

Reserved.

31. GENERAL TERMS AND CONDITIONS

Customer is procuring from Verra Mobility the services described in this Agreement through H-GACBuy under the H-GAC Agreement. Customer represents and warrants to Verra Mobility that the services provided at the time of the execution of this Agreement are not pursuant to a federal award or a federal grant. Customer acknowledges

and agrees that the following provisions of the H-GAC Agreement are not applicable to this Agreement: General Provisions Articles: 7 (Goal for Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms), 33 (Federal Compliance), 40 (Copeland "Anti-Kickback" Act) Special Provisions Articles: 18 (Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Equipment), 19 (Buy America Act (National School Lunch Program and Breakfast Program)), 20 (Buy America Requirement (Applies only to Federally Funded Highway and Transit Projects)), 21 (Domestic Preference), 23 (Equal Employment Opportunity), 24 (Clean Air and Water Pollution Control Act), 26 (Contract Work Hours and Safety Standards), 27 (Profit as a Separate Element of Price), and 28 (Byrd Anti-Lobbying Amendment).

32. EXECUTION:

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or ".pdf" transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or ".pdf" shall be deemed to be their original signatures for any purpose whatsoever. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met. If the individual is not so authorized then such individual assumes personal liability for compliance under this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

EXHIBIT A
Service Fee Schedule

The pricing covers fixed and variable costs of the system installation, maintenance and operation.

Services	Fee per Camera System per school bus upon installation*
<p><u>School Bus Safety Camera Enforcement Solution</u></p> <p>Includes all fees payable to H-GACBuy, all Camera Systems ordered by Customer (including all installation, training, and support services described in the Agreement), all violation processing services, first class mailing of 1st notice of violation (Citation) consisting of a single page with return envelope, first class mailing of 2nd notice of violation (Citation) text only single page, web-payments access with user convenience fee charged to violator (if applicable), call center support for general program questions, standard report sets, and all other services referred to in the Agreement as being provided at no additional charge to Customer. Excluding, if applicable, any user convenience fee, which is paid by payor and excluding any bank account set up or monthly bank account fees.</p> <ul style="list-style-type: none"> Costs of mailing additional notices of violations are priced at \$2.00 per notice of violation per page for first class mailing other mailing services may be provided for additional compensation. 	<p>Customer to pay Verra Mobility <u>70%</u> of Program Revenue per month for each Camera System installed on a Selected Bus. 10% of the Program Revenue per month for each Camera System paid to Verra Mobility shall be applied towards the cost of the Camera System until paid in full for the purpose of determining the early termination fee pursuant to Section 19 of the FCPS Short Form Contract. The Program Revenue amount applied towards the cost of the Camera System shall be documented and forwarded to the County.</p>
<p><u>Repair or Replacement Fee:</u> Fee includes repairing or replacing a Camera System damaged by a party other than Verra Mobility.</p>	<p>Documented fees not to exceed \$10,900 per Camera System and not to exceed FCPS share of Program Revenue. FCPS' share of Program Revenue shall be determined in accordance with the IGA since it is a portion, and not all, of the remaining 30%.</p>
<p><u>Relocation Fee:</u> Fee includes relocating an operable Camera System from one bus to another.</p>	<p>Documented fees not to exceed \$1,750 per Camera System and not to exceed FCPS share of Program Revenue. FCPS' share of Program Revenue shall be determined in accordance with the IGA since it is a portion, and not all, of the remaining 30%.</p>

EXHIBIT B
NOTICE TO PROCEED*

***To be supplemented.**

EXHIBIT C
DMV SERVICES SUBSCRIBER AUTHORIZATION

Agency ORI: VA0290100

_____, 2023

Nlets
 1918 W. Whispering Wind Dr.
 Phoenix, AZ 85085

Attn: Frank L. Minice, Executive Director/CEO

Re: Authorization for American Traffic Solutions, Inc. to Perform MVD/DMV Inquiry

Dear Mr. Minice:

The Fairfax County Police Department authorizes the Fairfax County Public Schools to use the Fairfax County Police Department ORI VA0290100 for the limited purpose of obtaining vehicle registration through the National Law Enforcement Telecommunications Systems (NLETS). This letter acknowledges that a contract to perform automated enforcement between the Fairfax County Public Schools and American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), is in force. As a requirement of and in performance of that contract between the Fairfax County Public Schools and Verra Mobility, it will be necessary for Verra Mobility to access NLETS for motor vehicle data on our agencies behalf.

Please accept this letter as authorization from the Fairfax County Police Department for Verra Mobility to run motor vehicle inquiries for this purpose. This authorization will automatically expire upon the termination of the contract between the Fairfax County Public Schools and Verra Mobility; and, such authorization is limited to violations detected by the automated enforcement camera systems.

By completing the information below and signing this letter, I am stating that I am a member of and have the authority to extend this authorization on behalf of the Fairfax County Police Department.

SUBSCRIBER INFORMATION

Subscriber Agency/Name	_____ Fairfax County Police Department
Agency ORI	_____ VA0290100
Name/Title of Authorized Representative	_____ Alan L. Hanson / Captain
Mailing Address	_____ 12099 Government Center Pkwy _____ Fairfax, VA 22035
Telephone	_____ 703-280-0551
Email	Fax _____ _____ Alan.Hanson@fairfaxcounty.gov
Signature of Authorized Representative	_____
Date Signed	_____

EXHIBIT D
Retention Schedule

Type of Record	Minimum Verra Mobility Retention Period
Violation Images* (including video clips and related metadata)	60 days from payment or final adjudication
Non-Violation Images (including video clips and related metadata)**	32 days from Event capture date
Individually Identifiable Violation Records*	60 days from payment or final adjudication
Individually Identifiable Non-Violation Records**	32 days from Event capture date
Warning Notices***	N/A months from Warning Notice mailing date
Warning Images (including video clips and related metadata)***	N/A months from Warning Notice mailing date
Audio recording from contact center	90 days from call
Written correspondence with citizens regarding Violations	30 days from date of payment or final adjudication
Maintenance Records	36 months from payment or final adjudication of an applicable Violation
Other Program Records	5 years from termination of the Agreement of any program records related to the Agreement; 3 years from termination of the Agreement of any program records related to financial invoices and/or financial documents

* Violation Image: an image of a Violation issued as a Citation.

Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.

** Non-Violation Image: an image of an Event not issued as a Citation.

Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event not issued as a Citation.

*** Should the parties mutually agree that there will be a warning period implemented, Customer and Verra Mobility will work in good-faith to agree on the Retention Period for "Warning Notices" and "Warning Images" that will be attached as an amendment to this Exhibit.

This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into Axis. For the avoidance of doubt, this records retention schedule does not apply to any records related to any Pilot Data. At the end of the Retention Period, records will be deleted and/or purged from all systems operated by Verra Mobility.

ATTACHMENT C

PARTICIPANT AGREEMENT

This Participant Agreement (the "Participant Agreement") is entered into by and between **ACI Payments, Inc.**, a Delaware corporation ("ACI/ACI"), and the Fairfax County Public School Board, the Virginia public body that operates Fairfax County Public Schools, also the undersigned legal persons ("Participant") and is effective as of the last date set forth in the signature block of this Participant Agreement (the "Effective Date") (ACI and Participant are each a "Party" and collectively the "Parties" to this Participant Agreement).

A. Pursuant to that certain Application Services Master Agreement and one or more of the Schedules attached thereto (collectively, the "Master Agreement") by and between ACI and American Traffic Solutions, Inc. or one of its subsidiaries ("Participant Facilitator"), ACI provides electronic payment services ("EBPP Services") to Participant Facilitator and its clients, including Participant.

B. Participant desires to appoint ACI as its agent for the purpose of receiving payments from Participant's payors as more fully described herein.

NOW, THEREFORE, in consideration of the EBPP Services offered to Participant through Participant Facilitator, Participant acknowledges and agrees as follows:

1. **Agency Appointment.** Participant hereby appoints ACI as its agent for purposes of receiving payments from its payors. Participant acknowledges and agrees that payment of an amount by Participant's payor (a "Payor") to ACI (via an account specified by ACI) will constitute full and final settlement of such amount payable by such Payor to Participant, and that any dispute regarding the receipt or amount of the payment shall be between ACI and Participant.

2. **EBPP Services.** Participant hereby authorizes ACI to receive payment instructions from and provide payment instructions to Participant Facilitator and interface with Participant Facilitator's personnel in connection with the EBPP Services provided by ACI to Participant Facilitator pursuant to the Master Agreement and Participant agrees that ACI may rely on such payment instructions and communications as if provided directly to ACI by Participant. Participant will be accessing a hosted environment configured for Participant Facilitator and Participant does not have the right or ability to change or customize the hosted environment for its individual needs. Participant must direct any requests for service or other communications relating to the EBPP Services to Participant Facilitator.

3. **Intentionally Omitted.**

4. **Participant Responsibilities; Fees.** ACI must receive an executed copy of (a) this Participant Agreement and (b) the Merchant Services Agreement for Sub-Merchants between Participant and ACI (the "Merchant Services Agreement") and ACI shall be under no obligation to provide EBPP Services prior to its receipt of such executed agreements. Participant agrees to comply with all laws, regulations and payment card rules applicable to Participant and Participant will cooperate in the implementation and performance of the EBPP Services. Unless specifically provided otherwise herein, Participant will owe no fees to ACI in connection with the EBPP Services and the Parties acknowledge that ACI will be compensated for the EBPP Services under the Master Agreement. Participant acknowledges and agrees that: (i) in no event will ACI be responsible for any breach of the agreement between Participant and Participant Facilitator or other claims between Participant and Participant Facilitator and (ii) ACI is not a party to the written agreement between Participant and Participant Facilitator relating to the subject matter of this Participant Agreement (the "Participant Facilitator Agreement") and this Participant Agreement does not make ACI liable or responsible for Participant Facilitator's obligations owed to Participant under the Participant Facilitator Agreement. Participant agrees to understand and comply with the NACHA Rules, including assuming the responsibilities of an Originator, as that term is defined in the NACHA Rules, with respect to ACH transactions. Copies of the NACHA Rules may be obtained through NACHA.org. Participant further agrees to regularly monitor its return ratio.

5. **Role of ACI.** ACI is not responsible for the amount of payments collected by Participant Facilitator or the amount of any fees charged by Participant Facilitator or whether those payments or fees were accurately invoiced by the Participant Facilitator. Participant hereby agrees not to make ACI a party to any claim or dispute Participant has with Participant Facilitator regarding payments collected and fees charged by Participant Facilitator.

6. **Reversibility.** If the EBPP Services rendered to Participant include ACH payments, ACI will notify Participant of any payment included in a transmission for which ACI has been unable, for any reason to collect the corresponding funds from the funding account, or any payment that is returned for any reason. If the EBPP Services rendered to Participant include credit or debit card payments, ACI will notify Participant by online report and/or transmitted file of any payment included in a transmission for which ACI has been notified by the credit card or debit network as invalid, or any payment that is returned or charged-back for any reason. ACI will use reasonable efforts to provide such notices within two (2) business days of such occurrence (the date that ACI notifies Participant is referred to as the "Notification Date"). Participant shall accept an electronic debit to the Participant's Designated Account for the aggregate amount of uncollected remittances of which ACI notifies Participant ("Reversibility"). No action on the part of Participant, including but not limited to a filing under protection of the Bankruptcy Code, insolvency, attachment, or

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execution by any third party shall affect ACI's rights hereunder. Participant agrees that Reversibility shall occur on the next business day following the Notification Date. If for any reason the reversal debit described in this Section 6 is not successful and is returned, then no later than the third (3rd) business day after the Notification Date, Participant shall send to ACI by Fed Wire the amount of such uncollected remittances, plus interest at the then-current Federal Funds rate for the amount of time that the Participant had the funds.

7. **Term and Termination.** This Participant Agreement commences as of the Effective Date and continues in effect until the earlier of the termination or expiration of (a) Participant's right to receive EBPP Services pursuant to the Participant Facilitator Agreement and related program documentation or (b) the Master Agreement (the "Term"). ACI may immediately terminate or suspend the EBPP Services being provided to Participant in the event (i) ACI suspects fraud or other violation of law by Participant in connection with the EBPP Services (ii) a third party supplier of ACI terminates or suspends provision of any services that are material to ACI delivering the EBPP Services to Participant Facilitator or Participant, (iii) ACI determines, in its reasonable discretion, that any law, statute, regulation, rule, order or operating procedure causes, or would potentially cause, any EBPP Services to fail to materially comply with such law, statute, regulation, rule (including NACHA or card association rules), order or operating procedure (including ACI due diligence investigations and the ACI prohibited customer list), (iv) a change in the rules of any financial network used or utilized by the EBPP Services materially affects ACI's ability to provide the EBPP Services, (v) Participant becomes insolvent or assigns all, or substantially all, of its assets or business for the benefit of creditors, or (iv) Participant resolves to wind up business, dissolve, or liquidate, or (v) Participant otherwise ceases to conduct business in the normal course.

8. **No Direct Cause of Action; WAIVER OF DAMAGES.** Participant acknowledges and agrees that: (i) any and all claims for damages by Participant resulting from proceedings, claims, demands, losses, liabilities, damages and expenses in connection with or otherwise arising out of this Participant Agreement or the EBPP Services ("Services Claims") must be asserted or filed against Participant Facilitator and not ACI; (ii) as between Participant Facilitator and ACI, Participant Facilitator will be solely liable for any Services Claims; and (iii) ACI shall have no liability to Participant for damages in connection with any Services Claims; IN NO EVENT SHALL ACI BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY UNDER THIS PARTICIPANT AGREEMENT, OR THE MASTER AGREEMENT, SCHEDULES, EXHIBITS, OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. SUCH LIABILITY TO PARTICIPANT AND/OR THIRD PARTIES IS HEREBY EXPRESSLY DISCLAIMED AND LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW FOR DIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AS CONSEQUENTIAL DAMAGES), EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF, OR INABILITY TO USE, THE EBPP SERVICES, OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS PARTICIPANT AGREEMENT OR THE MASTER AGREEMENT.

9. **Confidentiality.** Each Party receiving Confidential Information (as defined below) (the "Receiving Party") shall use the Confidential Information disclosed by the other Party (the "Disclosing Party") solely for the purposes of performing its obligations under this Participant Agreement and shall disclose such Confidential Information only as specifically authorized below. "Confidential Information" for purposes of this Participant Agreement means all proprietary or confidential information of the Parties, their respective affiliates, which is (i) designated in writing as such; or (ii) by nature of the circumstances surrounding the disclosures in good faith ought to be treated as proprietary or confidential. Receiving Party shall not disclose Confidential Information of Disclosing Party, except to Participant Facilitator, and to Receiving Party's employees, consultants or any third party having a legitimate business purpose with respect to this Participant Agreement and having a need to know such Confidential Information for performance hereunder, or to the extent required by applicable law, including but not limited to public records laws. Notwithstanding anything to the contrary herein, the Parties understand and agree that ACI's obligations to prevent unauthorized access by third parties to Participant's payor or client data ("End User Data") are exclusively set forth in the Master Agreement and are owed, if at all, exclusively to Participant Facilitator. Any failure or alleged failure by ACI to meet any such obligations shall not be a breach of this Participant Agreement. If any employee, officer, director, consultant, or agent of Receiving Party violates or threatens to violate the provisions of this Section 9, or if any third party obtains any Confidential Information through Receiving Party's breach of its obligations under this Section 9, then such Receiving Party shall take, at its own expense, all actions that may be required to remedy such violation, recover such Confidential Information and to prevent further dissemination or use of such Confidential Information, including, but not limited to, legal actions for seizure and injunctive relief, to the extent available under applicable law. If Receiving Party fails to take such actions in a timely and adequate manner, then Disclosing Party or its designee may take such actions in its own name or Receiving Party's name and at Receiving Party's expense. Each Party acknowledges that the other Party's Confidential Information contains valuable trade secrets and proprietary information of such Party, that any actual or threatened breach of this Section shall constitute immediate, irreparable harm to such Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. The obligations of this Section 9 shall survive termination of this Participant Agreement.

10. **Intellectual Property Rights.** Nothing in this Participant Agreement shall be construed to give Participant any right, title, or interest in any ACI IP. If, by operation of law, Participant is deemed to possess any rights in or to any ACI IP, then Participant hereby assigns such rights to ACI. To the extent the acquired rights in the ACI IP are inalienable under applicable law, Participant hereby waives such rights and, if such waiver is deemed invalid, grants ACI, its licensors and their designees the exclusive, irrevocable, perpetual, worldwide, royalty free right to use, market, 27 May 2020

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modify and grant licenses to such items without identifying Participant or seeking Participant's consent. As used in this Participant Agreement, "ACI IP" means all right, title and interest in and to patents, designs, trade secrets, Confidential Information, trademarks (whether registered or unregistered), copyrights and other intellectual property of ACI.

11. **Third Parties.** This Participant Agreement does not create a multi-party agreement or a joint venture by or among the Parties or any third party (including other Participants and Participant Facilitator), and nothing shall be construed to create third party beneficiaries of this Participant Agreement. This Participant Agreement is for the benefit of, and may be enforced only by, ACI and Participant and is not for the benefit of, and may not be enforced by, any other party.

12. **Miscellaneous.** This Participant Agreement is entered into, governed by, and construed pursuant to the laws of the State of Florida without regard to conflicts of law provisions and any disputes shall be litigated in the courts of Collier County, Florida, except to the extent Participant is prohibited by laws applicable to Participant from agreeing to this choice of law and venue, in which case this Participant Agreement will be governed by the law applicable to the venue where the dispute is litigated. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING BETWEEN THE PARTIES, WHETHER UNDER THIS PARTICIPANT AGREEMENT OR OTHERWISE RELATED TO THIS PARTICIPANT AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. THE AGREEMENT OF EACH PARTY TO WAIVE ITS RIGHT TO A JURY TRIAL WILL BE BINDING ON ITS SUCCESSORS. This Participant Agreement may not be assigned by Participant and Participant may not subcontract, resell, or redistribute the EBPP Services. This Participant Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, transferees and assignees. ACI may amend this Participant Agreement upon notice to Participant. If any provision of this Participant Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Participant Agreement will be construed as if such provision is not contained in the Participant Agreement. Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Participant Agreement shall be in writing and in English to the address set forth below the signature block, provided by one or more of the following means and deemed to have been duly given upon receipt if delivered personally, by overnight courier service, or by certified or registered mail (postage prepaid and return receipt requested). Either Party may change its address by giving notice as provided herein of the new address to the other Party. Any delay in or failure of performance by ACI under this Participant Agreement or the Master Agreement shall not be considered a breach of this Participant Agreement and shall be excused to the extent such delay in or failure of performance is caused by a force majeure event, defined as any occurrence beyond the reasonable control of ACI. This Participant Agreement constitutes the entire agreement between the Parties regarding this matter, and it supersedes all prior discussions or agreements related to the same. This Participant Agreement may be executed in counterparts, each of which shall be considered an original, but together shall constitute one and the same instrument. The exchange of a fully executed Participant Agreement (in counterparts or otherwise) by fax, .pdf, .pic, .tif, .jpg or other legible image file shall be sufficient to bind the Parties to the terms and conditions of this Participant Agreement.

IN WITNESS WHEREOF, the Parties cause this Participant Agreement to be signed by the duly authorized representatives of ACI and Participant on the dates specified below.

ACI PAYMENTS, INC.

By: _____

Name: _____

Title: _____

Date: _____

Address: Official Payments Corporation
Attention: Contracts Administration
6060 Coventry Drive
Elkhorn, Nebraska 68022

PARTICIPANT NAME

By: _____

Name: Michelle Pratt

Title: Director, Office of Procurement Services

Date: _____

Address: Fairfax County Public Schools
8115 Gatehouse Road
Falls Church, VA 22042

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Participant Agreement to D-818 Master Agreement D-818

ATTACHMENT 1

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PARTICIPANT NAME

By: _____
Name: Seema Ajrawat
Title: Comptroller
Date: _____
Address: Fairfax County Public Schools
8115 Gatehouse Road, Falls Church, VA 22042

PARTICIPANT NAME

By: _____
Name: Leigh Burden
Title: _____
Date: _____
Address: Fairfax County Public Schools
8115 Gatehouse Road, Falls Church, VA 22042

27 May 2020

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Participant Agreement to D-818 Master Agreement D-818

ATTACHMENT D

MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among WORLDPAY, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and Fairfax County School Board, a public body in the Commonwealth of Virginia that operates Fairfax County Public Schools ("Sub-merchant") in connection with the agreement between Sub-merchant and ACI Payments, Inc. ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. **Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: <https://usa.visa.com/support/small-business/regulations-fees.html> and <http://www.mastercard.com/us/merchant/> and <http://www.discovernetwork.com/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum

transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. **Sub-merchant Prohibitions.** Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

Settlement. Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

3. **Term and Termination.** This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquirer determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

4. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

5. **Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Georgia without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT:

By: _____

Name: Michelle Pratt

Title: Director, Office of Procurement Services

Date: _____

Address: Fairfax County Public Schools

8115 Gatehouse Road, Falls Church, VA 22042

SUB-MERCHANT:

By: _____

Name: Seema Ajrawat

Title: Comptroller

Date: _____

Address: Fairfax County Public Schools

8115 Gatehouse Road, Falls Church, VA 22042

SUB-MERCHANT:

By: _____

Name: Leigh Burden

Title: _____

Date: _____

Address: Fairfax County Public Schools

8115 Gatehouse Road, Falls Church, VA 22042



Master Services Agreement (Governmental Entities)

Customer Tax Identification Number: XXXXXXXXXX

I, (individuals listed below), HEREBY CERTIFY that I am (individuals and respective titles listed below)
of Fairfax County Public School Board, the public body in the Commonwealth of Virginia that operates Fairfax County Public Schools, ("Customer").

I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s).

Customer hereby agrees as follows:

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.

2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.

3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.

4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

TREASURY MANAGEMENT SERVICES:

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.

6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management



Master Services Agreement (Governmental Entities)

Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

MONEY CENTER AND SAFEKEEPING SERVICES:

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department"), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

FOREIGN EXCHANGE:

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

FOREIGN CURRENCY ACCOUNTS:

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix C (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

OTHER SERVICES:

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

GENERAL:

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.

12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.

13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.



Master Services Agreement (Governmental Entities)

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Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf.

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

The undersigned Contract Signers have executed this MSA as of the _____ day of _____, 20____.

Contract Signer
Signature: _____

Print Name: Seema Ajrawat

Print Title: Comptroller

Contract Signer
Signature: _____

Print Name: Michelle Pratt

Print Title: Director, Office of Procurement
Services

Contract Signer
Signature: _____

Print Name: Leigh Burden

Print Title: _____

Contract Signer
Signature: _____

Print Name: _____

Print Title: _____

Contract Signer
Signature: _____

Print Name: _____

Print Title: _____

Contract Signer
Signature: _____

Print Name: _____

Print Title: _____

Contract Signer
Signature: _____

Print Name: _____

Print Title: _____

Contract Signer
Signature: _____

Print Name: _____

Print Title: _____

For Internal Use Only:

Review _____ Validation Method _____ TL Review _____ Imaged _____

Rev. 04/10/2013

All of  serving you™

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Version: 4/13



ATTACHMENT F

Depository and Treasury Management Service Authorization For 3rd Party Agents

Company Name: Fairfax County Public Schools Date: _____
Tax ID:
Account Number(s): _____

On behalf of (Client Name as shown on W-9) ("Customer"), AMERICAN TRAFFIC SOLUTIONS, INC. (Third Party Agent) is hereby appointed as agent for the Customer and is authorized to take any and all actions noted below relating to Customer's depository accounts noted above at U.S. Bank National Association ("Bank"):

X View and access account balances, transactions and bank statements on Customer's behalf via Bank's SinglePoint online banking platform.

X Selecting and implementing various cash management services from Bank, including, without limitation, initiating wire transfers, ACH transfers and any other electronic or paper transfers to or from one or more of the Customer's accounts noted above.

Customer for itself and for its successors and assigns hereby fully and irrevocably releases and agrees to defend, hold harmless and indemnify Bank and its officers, directors, employees, agents, successors and assigns from any and all liabilities, debts, obligations, claims, damages, defenses, actions, causes of action, suits, costs (including costs of suit and reasonable attorneys' fees, and expenses), and or may hereafter have or may assert, against Bank, or which liabilities, claims, damages, defenses, actions, causes of action, suits, costs or demands are embodied in, may arise out of, or are in any way connected with, any fact, matter, or issue related to the Administrator's management of Customer's accounts at Bank and related depository and treasury management services provided by Bank pursuant to this Authorization.

This Authorization granted herein shall apply to all accounts noted above. This Authorization shall remain in full force and effect until such time as U.S. Bank receives written notice of its revocation and has a reasonable opportunity to act on such notice.

Customer Authorized Signer Signature: _____

Print Name: Seema Ajrawat

Date: _____

Customer Authorized Signer Signature: _____

Print Name: Leigh Burden

Date: _____

Customer Authorized Signer Signature: _____

Print Name: Michelle Pratt

Date: _____

ATTACHMENT 1

Acknowledged by:

Third Party Agent Signature: Signed by Verra Mobility (ATS) official

Print Name: _____

Date: _____

Version 05/09/2018

Section 82-2-8. Authorization of school board to install and operate a video monitoring system to enforce law against passing stopped school buses; enforcement; and penalty.

- (a) The Fairfax County School Board is authorized to install and operate a video-monitoring system in or on the school buses operated by the School Board, or it may contract with a private vendor to do so on its behalf for the purpose of recording violations of subsection A of Virginia Code § 46.2-844, incorporated by reference into the Fairfax County Code pursuant to Section 82-1-6.
- (b) "Video-monitoring system" has the same meaning as the definition set forth in Virginia Code § 46.2-844(B).
- (c) The driver of a vehicle that is found to have failed to comply with Virginia Code § 46.2-859, as evidenced by information obtained from a video-monitoring system, shall be liable for a monetary civil penalty of \$250.00 imposed in accordance with this ordinance.
- (d) In any prosecution for which a summons charging a violation of this section was issued within ten days of the alleged violation, proof that the motor vehicle described in the summons was operated in violation of this section, together with proof that the defendant was at the time of such violation the registered owner of the vehicle, as required by Chapter 6 of Subtitle II of Title 46.2 of the Virginia Code, shall give rise to a rebuttable presumption that the registered owner of the vehicle was the person who operated the vehicle at the place where, and for the time during which, the violation occurred. Such presumption shall be rebutted if (i) the owner of the vehicle files an affidavit by regular mail with the clerk of the general district court that he was not the operator of the vehicle at the time of the alleged violation, (ii) the owner testifies in open court under oath that he was not the operator of the vehicle at the time of the alleged violation, or (iii) a certified copy of a police report showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation of this section is presented prior to the return date established on the summons issued pursuant to this section to the court adjudicating the alleged violation. Nothing herein shall limit the admission of otherwise admissible evidence.
- (e) Any person who receives a summons pursuant to this ordinance may waive his right to appear and be formally tried for the offense pursuant to Virginia Code § 16.1-69.40:1.B. The waiver shall be effective when the person pays the civil penalty of \$250.00 and all applicable court costs and processing fees to the Clerk of the General District Court.
- (f) The Clerk of the General District Court shall at month end, in addition to remittance of all other local cost and fee monies, transmit to the Fairfax County Director of Finance all funds received from a civil penalty imposed pursuant to this Section. In accordance with a written agreement between Fairfax County and the Fairfax County School Board, the Fairfax County Director of Finance shall deduct certain costs incurred by Fairfax County associated with the administration of this ordinance and then remit the remaining balance of the funds to the Fairfax County School Board.

(02-17-82.)

Code of Virginia
Title 46.2. Motor Vehicles
Chapter 8. Regulation of Traffic

§ 46.2-844. Passing stopped school buses; penalty; prima facie evidence; penalty.

A. The driver of a motor vehicle approaching from any direction a clearly marked school bus that is stopped on any highway, private road, or school driveway for the purpose of taking on or discharging children, the elderly, or mentally or physically handicapped persons, who, in violation of § 46.2-859, fails to stop and remain stopped until all such persons are clear of the highway, private road, or school driveway and the bus is put in motion is subject to a civil penalty of \$250, and any prosecution shall be instituted and conducted in the same manner as prosecutions for traffic infractions.

A prosecution or proceeding under § 46.2-859 is a bar to a prosecution or proceeding under this section for the same act, and a prosecution or proceeding under this section is a bar to a prosecution or proceeding under § 46.2-859 for the same act.

In any prosecution for which a summons charging a violation of this section was issued within 10 days of the alleged violation, proof that the motor vehicle described in the summons was operated in violation of this section, together with proof that the defendant was at the time of such violation the registered owner of the vehicle, as required by Chapter 6 (§ 46.2-600 et seq.) shall give rise to a rebuttable presumption that the registered owner of the vehicle was the person who operated the vehicle at the place where, and for the time during which, the violation occurred. Such presumption shall be rebutted if (i) the owner of the vehicle files an affidavit by regular mail with the clerk of the general district court that he was not the operator of the vehicle at the time of the alleged violation, (ii) the owner testifies in open court under oath that he was not the operator of the vehicle at the time of the alleged violation, or (iii) a certified copy of a police report showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation of this section is presented prior to the return date established on the summons issued pursuant to this section to the court adjudicating the alleged violation. Nothing herein shall limit the admission of otherwise admissible evidence.

The testimony of the school bus driver, the supervisor of school buses, or a law-enforcement officer that the vehicle was yellow, conspicuously marked as a school bus, and equipped with warning devices as prescribed in § 46.2-1090 is prima facie evidence that the vehicle is a school bus.

B. 1. For purposes of this subsection, "video-monitoring system" means a system with one or more camera sensors and computers installed and operated on a school bus that produces live digital and recorded video of motor vehicles being operated in violation of § 46.2-859. All such systems installed shall, at a minimum, produce a recorded image of the license plate and shall record the activation status of at least one warning device as prescribed in § 46.2-1090 and the time, date, and location of the vehicle when the image is recorded.

2. A locality may, by ordinance, authorize the school division of the locality to install and operate a video-monitoring system in or on the school buses operated by the division or to contract with a private vendor to do so on behalf of the school division for the purpose of recording violations of subsection A. Such ordinance may direct that any civil penalty levied for a violation of subsection A shall be payable to the local school division. In any locality that has adopted such an ordinance, a summons for a violation of subsection A may be executed as provided in § 19.2-76.2 and, notwithstanding the provisions of § 19.2-76, the summons may be executed by mailing by first-class mail a copy thereof to the address of the owner of the vehicle contained in the records of the Department. Every such mailing shall include, in addition to the summons, a notice of (i) the summoned person's ability to rebut the presumption that he was the operator of the vehicle at the time of the alleged violation through the filing of an affidavit as provided in subsection A and (ii) instructions for filing such an affidavit, including the address to which the affidavit is to be sent. If the summoned person fails to appear on the date of return set out in the summons mailed pursuant to this section, the summons shall be executed in the manner set out in § 19.2-76.3. No proceedings for contempt or arrest of a person summoned by mailing shall be instituted for failure to appear on the return date of the summons. Any summons executed for violation of this section shall provide to the person summoned at least 30 business days from the mailing of the summons to inspect information collected by a video-monitoring system in connection with the violation.

3. Any private vendor contracting with a school division pursuant to this subsection may impose and collect an administrative fee in addition to the civil penalty imposed for a violation of subsection A and payable pursuant to this subsection, so as to recover the expenses of collecting any unpaid civil penalty when such penalty remains due more than 30 days after the date of the mailing of the summons and notice. The administrative fee shall be reasonably related to the actual cost of collecting the civil penalty and shall not exceed \$100 per violation. The operator of the vehicle shall pay the unpaid civil penalty and any administrative fee detailed in a notice or citation issued by the private vendor. If paid no later than 60 days after the date of the mailing of the summons and notice, the administrative fee shall not exceed \$25.

4. Any private vendor contracting with a school division pursuant to this subsection may enter into an agreement with the Department of Motor Vehicles, in accordance with the provisions of subdivision B 30 of § 46.2-208, to obtain vehicle owner information regarding the registered owners of vehicles that improperly pass stopped school buses. Information provided to such private vendor shall be protected in a database with security comparable to that of the Department of Motor Vehicles' system and used only for enforcement against individuals who violate the provisions of this section. The school division shall annually certify compliance with this subdivision and make all records pertaining to such system available for inspection and audit by the Commissioner of Highways or the Commissioner of the Department of Motor Vehicles or their designee. Any person who discloses personal information in violation of the provisions of this subdivision shall be subject to a civil penalty of \$1,000 per disclosure. Any unauthorized use or disclosure of such personal information shall be grounds for termination of the agreement between the Department of Motor Vehicles and the private vendor.

1985, c. 511, § 46.1-212.1; 1987, c. 106; 1989, c. 727; 1997, cc. 622, 800, 908; 2001, c. 126; 2002, c. 541; 2011, cc. 787, 838; 2016, cc. 637, 700; 2019, cc. 543, 544; 2020, c. 783.

ACTION – 7

Approval of and Authorization to Execute the Tysons Community Center Development Agreement with Arlington Partnership for Affordable Housing, Inc. and the Fairfax County Redevelopment and Housing Authority for the Development of the Tysons Community Center in the Dominion Square Project (Hunter Mill District)

ISSUE:

Board approval of and authorization for the County Executive to execute the proposed Tysons Community Center Development Agreement (Agreement) with the Arlington Partnership for Affordable Housing, Inc. (APAH) and the Fairfax County Redevelopment and Housing Authority (FCRHA) to construct and deliver the Tysons Community Center as part of the Dominion Square Project (the Project) located at 1592 Spring Hill Road, Tysons, VA 22182 (the Property). The Project is a mixed-use development that will deliver 516 affordable housing apartments within two high-rise towers integrating an approximately 33,000 square feet (SF) community center to be operated by Fairfax County Neighborhood and Community Services (NCS).

RECOMMENDATION:

The County Executive recommends that the Board approve and authorize his execution of the Agreement substantially in the form of Attachment 1, to construct and deliver the community center integrated into the Dominion Square Project.

TIMING:

Board action is requested on June 27, 2023, prior to the anticipated purchase of the Property by the FCRHA on June 30, 2023.

BACKGROUND:

APAH entered into a Real Estate Purchase and Sale Agreement (PSA) with CARS-DB1, LLC on May 28, 2021, for the purchase of approximately 2.0 acres at 1592 Spring Hill Road in Tysons to develop as a mixed-use project in two phases. Through an assignment of the PSA at closing, which is expected to occur on June 30, 2023, the FCRHA will take title to the Property. On December 16, 2021, and January 25, 2022, the FCRHA and the Board, respectively, authorized funding to deliver 175 units of affordable multifamily housing as Phase 1 of the Project. Subsequent to these approvals, APAH was awarded \$55,000,000 from the Amazon Housing Equity Fund,

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allowing APAH to expedite the development process to simultaneously deliver both phases of the Project. The required final development plan was obtained by APAH in February 2023 and design and permitting is underway.

APAH's development of the Project will provide a total of 516 affordable multifamily units and an approximately 33,000 SF community center within 0.25 miles of the Spring Hill Metro Station. Under the terms of the Development Agreement, APAH will be responsible for managing the development of the community center, including its permitting, and construction. The community center will be owned by Fairfax County through a ground lease with the FCRHA and programmed and operated by NCS to serve Tysons residents and the Fairfax Community at large. The community center will provide services and amenities including a full-size gymnasium, sensory and recreational spaces, multigenerational and community meeting rooms, fitness rooms, a kitchen, and administrative offices.

FISCAL IMPACT:

No funding approval is associated with this item at this time. Staff will seek separate authorization from the Board for the appropriation of funds to pay for the development of the Tysons Community Center.

EQUITY IMPACT:

Tysons Community Center is anticipated to be an intergenerational center incorporating programming for seniors, families, youth, and teens within walking distance to Metro. This project provides the opportunity to serve the Tysons Community with an intergenerational center that is currently not offered in the area. The County identified the need for a new community center in this part of the County to provide social, recreational, health and wellness activities for older adults and youth due to a lack of dedicated facilities in and around the Tysons Community. The area anticipated to be served by the proposed community center encompasses the Hunter Mill Magisterial District and borders the Dranesville and Providence Districts.

In addition, the 516 affordable multifamily units will help achieve the Board's goal of increasing the supply of affordable housing with a minimum of 10,000 units by 2034 to meet the needs of working families in the high-cost burdened area of Tysons within the Hunter Mill District. With Fairfax County's 2023 Area Median Income at \$152,100 for a family of four, the delivery of the Project will provide crucial housing for families earning a range of incomes between 30 percent and 70 percent of the Area Median Income. Further, the location of the Project aligns with the One Fairfax Policy, which recommends, in part, (i) the implementation of housing policies and practices that

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encourage all who want to live in Fairfax to be able to do so, and (ii) the providing of a full spectrum of housing opportunities across the county, most notably those in mixed-use areas that are accessible to multiple modes of transport.

ENCLOSED DOCUMENTS:

Attachment 1 – Development Agreement

STAFF:

Christopher Leonard, Deputy County Executive

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)

Anna Shapiro, Deputy Director, Real Estate Finance and Development, HCD

Mark Buenavista, Division Director, Design, Development, and Construction (DD&C), HCD

Debashish Chakravarty, Associate Director, Real Estate Finance, HCD

ASSIGNED COUNSEL:

Susan Timoner, Assistant County Attorney

**TYSONS COMMUNITY CENTER
DEVELOPMENT AGREEMENT**

by and among

ARLINGTON PARTNERSHIP FOR AFFORDABLE HOUSING, INC.,

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,

and

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

6/7/23

TYSONS COMMUNITY CENTER DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made this ____ day of _____, 2023 (“Effective Date”) by and among the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia in its proprietary capacity, and not in its governmental or regulatory capacity (the “**County**”); **FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “**FCRHA**”); and **ARLINGTON PARTNERSHIP FOR AFFORDABLE HOUSING, INC.** a Virginia non-stock corporation (“**APAH**”, and collectively with the County and the FCRHA, the “**Parties**”).

RECITALS:

R-1 Pursuant to a Real Estate Purchase and Sale Agreement dated May 28, 2021, as amended to date, between APAH and CARS-DB1, L.L.C. (the “**PSA**”), APAH is the contract purchaser of certain property consisting of approximately 2.0 acres, identified as Tax Map No. 0293-01-0002D, located at 1592 Spring Hill Road, and more particularly described on the attached **Exhibit A** (the “**Property**”).

R-2 The Parties anticipate that APAH will assign the PSA to the FCRHA, and that the FCRHA will purchase a fee simple interest in the Property as the purchaser under the PSA.

R-3 Upon purchasing the Property, the FCRHA will immediately subject the Property to a land condominium regime (the “**Condominium**”) having three or more condominium units, and then immediately (i) ground lease to an entity controlled by APAH (the “**C6 Owner**”) one or more Condominium units (together, the “**Building C6 Unit**”) upon which the C6 Owner will develop and construct an estimated 265 affordable housing units and associated parking in Building C6 (the “**C6 Residential Project**”) (ii) ground lease to an entity controlled by APAH (the “**C5 Owner**,” and together with the C6 Owner, the “**Residential Owners**”) one or more Condominium units (together, the “**Building C5 Unit**”) upon which the C5 Owner will develop and construct an estimated 251 affordable housing units and associated parking in Building C5 (the “**C5 Residential Project**,” and together with the C6 Residential Project, the “**Residential Development**”) which Residential Development will have an estimated 516 affordable housing units in the aggregate, and is more particularly described on the attached **Exhibit B**, and (iii) ground lease to the County one or more Condominium units (together, the “**Community Center Unit**”) upon which an approximately 33,000 square foot two-level community center and associated parking will be constructed, as more particularly described on the attached **Exhibit C** (the “**Community Center**,” and together with the Residential Development, the “**Development**.”).

R-4 The Community Center will be constructed simultaneously with the C5 Residential Project pursuant to the terms of this Agreement.

R-5 The FCRHA and the County desire to retain APAH to manage and supervise the design, development, and construction of the Community Center, with input and approvals from

the County and the FCRHA, all as more fully described in this Agreement, and APAH has agreed to accept the engagement.

R-6 The FCRHA, the County, and APAH are entering into this Agreement to evidence their cooperation, rights, obligations, agreements, and understandings with respect to the design, development, and construction of the Community Center.

NOW, THEREFORE, for and in consideration of the mutual promises of the Parties and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. Recitals. The Recitals above are incorporated by reference.
2. Definitions. The capitalized terms used in this Agreement, unless the context otherwise requires or such capitalized terms are defined elsewhere in this Agreement, have the meanings specified in this Section 2:

Budget. The approximate budget for the Total Cost of the Community Center, attached as Exhibit D, as the same may be amended from time to time by written agreement of the County, the FCRHA and APAH pursuant to the provisions herein. The final Budget as determined pursuant to the provisions herein is referred to as the “**Final Approved Budget**.”

Business Day. Any day other than a Saturday, Sunday, Legal Holiday, or day in which Fairfax County governmental offices are closed. The term “Legal Holiday” will mean any Fairfax County, Commonwealth of Virginia, or federal holiday on which post offices are closed in Virginia.

Construction Contracts. The separate construction contracts for the construction of the core and shell of the Community Center and the construction of the interior fit-out of the Community Center (each of which may be referred to separately as a “**Construction Contract**”), to be entered into in accordance with the provisions of this Agreement. APAH may cause the Construction Contracts to be entered into by an entity wholly owned and controlled by APAH.

Construction Documents. Design and Construction drawings and specifications as they may be made, including, but not limited to, architectural, mechanical, electrical, plumbing, structural and civil drawings and specifications for the Project, including addenda, and approved by the County in accordance with the terms of this Agreement, as they may be supplemented by approved changes, if any. The final versions of the Construction Documents approved by the County Staff are referred to herein as the **Final Construction Documents**.

Development Schedule. The schedule for the development of the Community Center attached as Exhibit E. It is acknowledged by the Parties that the initial schedule attached to Exhibit E at the time this Agreement is executed is preliminary and subject to

change, and each of the FCRHA, the County, and APAH agrees to work cooperatively and in good faith to develop a mutually acceptable revised Development Schedule, which shall be finalized on or prior to the C5 Residential Closing.

General Contractor. The general contractor under the Construction Contracts, to be selected in accordance with the provisions of this Agreement. The General Contractor will be licensed by the Commonwealth of Virginia to act as general contractor for projects such as the Community Center and, in APAH's judgment, be reputable and competent to perform the requisite work. The FCRHA and the County have approved Clark Construction as the General Contractor.

Governmental Authorities. The United States of America, the Commonwealth of Virginia, Fairfax County, and any agency, department, authority, commission, board, bureau, court, instrumentality, or political subdivision of any of the foregoing, now existing or hereafter created, having jurisdiction over the Project or any portion of the Project.

Hard Construction Costs. All costs and expenses (other than Soft Costs) incurred in connection with the construction, installation and completion of the Community Center.

Person. Any natural person, limited liability company, general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative or association.

Project. All pre-development work for the Community Center, including, without limitation, work required to obtain the Project Approvals, and all construction work for the Community Center, including all related infrastructure and parking.

Project Approvals. All approvals required from the applicable Governmental Authorities that are necessary to develop and construct the Community Center, all of which will be obtained in accordance with the terms of this Agreement.

Punch List. The minor items of work to be completed or corrected prior to final payment to the General Contractor pursuant to the Construction Contracts in order to achieve Final Completion of the Project.

Soft Costs. All costs and expenses (other than Hard Costs) (including predevelopment costs) incurred in connection with the Community Center, including, without limitation, planning and engineering fees, legal fees for Construction Contracts, easements, permit fees, municipality bonding fees, performance bond fees, inspection fees, review fees, approval and filing fees, consulting fees and other miscellaneous fees paid to third parties.

Substantial Completion or Substantially Complete. The date when construction is sufficiently complete, in accordance with the Construction Documents, and an architect's certificate of substantial completion has been issued, such that the County can occupy the Community Center for the use for which it is intended.

Total Cost. Costs and expenses with respect to the Project, consisting of Hard Construction Costs, Soft Costs, and construction contingencies for approved Project changes, all as set forth on **Exhibit D**.

3. **Ownership and License; General Requirements.** During the construction of the Community Center, the County will hold a leasehold interest in the Community Center Unit and the FCRHA will own a fee simple interest in the Community Center Unit. The County and the FCRHA hereby grant APAH and its employees and contractors a license to occupy the Community Center Unit for the purpose of performing the services described in this Agreement.

APAH will be responsible for managing the development of the Community Center, including, in coordination with the County, its design, permitting, and construction. The Community Center will be located within the Community Center Unit, which will be located within Building C5 of the Dominion Square West Development and will consist of approximately 33,000 gross square feet plus 140 designated parking spaces, with 75 of those spaces being exclusive to the Community Center. The parking for the Community Center will be located within the Community Center Unit, but also within the overall underground parking structure.

- A. *Site Plan Approval.* APAH will file the initial application for, and diligently pursue, the site plan approval for the Project, as well as the 2232 submission, subject to the Review Process (as defined in Section 4.C below).
- B. *Building Permit.* APAH will file the applications for, and thereafter diligently pursue, the building permits for both the core and shell of the Project and the interior fit-out of the Project, subject to the Review Process. The application process for these two separate building permits will occur separately, consistent with the Development Schedule.
- C. *Applicable County Policies.* The Community Center will be designed and constructed in accordance with the following:
 - (1) Fairfax County Public Facility Manual (PFM) dated October 20, 2020.
 - (2) Fairfax County Sustainable Development Policy for Capital Projects dated July 2021, attached hereto as **Exhibit J**.
 - (3) If and to the extent any design or construction is undertaken without the review and approval of the FCRHA and the County as provided in this Agreement, it will be at the sole risk of APAH, and the FCRHA and the County will bear no liability or responsibility of any kind if such approval is not subsequently granted.
- D. *Parking.* A portion of the parking garage serving the Development will include 75 exclusive parking spaces designated for the Community Center, 65 additional spaces shared between the Community Center and the Residential Development, and associated drive aisles and access serving those spaces (such

portion of the garage, the “**County Garage Space**”). The County Garage Space will be located within the Community Center Unit and 75 parking spaces will be reserved for the exclusive use of employees of and visitors to the Community Center. The County will bear the cost of the construction of the County Garage Space. Once constructed, the Residential Owners will be responsible for the repair, maintenance, and replacement of the County Garage Space, and the County will reimburse the Residential Owners for the cost of such repair, maintenance, and replacement pursuant the terms of a reciprocal easement agreement.

- E. *Miscellaneous.* In addition to common area, maintenance, access, and other agreed-upon terms, a reciprocal easement agreement and/or other documentation among the Residential Owners and the County governing the operation of the Community Center and Residential Development will set forth more particularly the following concepts:
- (i) The Community Center will have ground floor access separate from the access to the Residential Development;
 - (ii) There will be a designated public transportation drop-off area for the Community Center;
 - (iii) The Community Center Unit will contain a ground floor courtyard for the exclusive use of the Community Center visitors;
 - (iv) The utilities serving the Community Center and serving the Residential Development will be separately metered;
 - (v) There will be a loading dock for the shared use of the Community Center and the Building C5 Unit.

4. Design Coordination. Working through the Authorized Representatives in accordance with the Review Process, APAH will coordinate the Project design with the Department of Housing and Community Development (HCD) and the Department of Neighborhood and Community Services (NCS) (HCD and NCS collectively, the “**County Staff**”) as follows:

- A. *Site Plan.* APAH will submit a draft of the site plan to the Authorized Representatives for their review and approval as described in the Review Process.
- B. *Construction Documents.* During the preparation of the Construction Documents for the Community Center and prior to submission for building permit approval, APAH will submit 15% Construction Documents, 35% Construction Documents, 75% Construction Documents, and Final Construction Documents, to the Authorized Representatives for County Staff’s review and approval as described in the Review Process. This review and approval process will occur separately for the Construction Documents for the

core and shell of the Community Center and the Construction Documents for the interior fit-out of the Community Center. The Construction Documents are further described in the form of Architect and Engineer Agreement attached hereto as **Exhibit F** (the “A/E Agreement”).

C. *Review Process.* Except as otherwise expressly set forth herein, in each instance under this Agreement where APAH is required to submit an item for review and approval, the following process will apply (the “**Review Process**”):

- (1) APAH’s delivery of the relevant items for any required approval (the “**Initial Submission**”) to the County’s Authorized Representative shall be deemed delivery to the County, and APAH’s delivery of the relevant items to the FCRHA’s Authorized Representative shall be deemed delivery to the FCRHA. APAH’s delivery of the relevant items to the County’s and the FCRHA’s Authorized Representatives shall be deemed delivery to the County Staff. The Authorized Representatives must respond in writing to APAH as soon as possible but no later than 10 business days after receipt of the Initial Submission, either approving or setting forth specific comments or requested revisions to the same. If any response includes specific comments or requested revisions, APAH will prepare a revised submission, subject to a seven business day review period by the County, the FCRHA, and/or the County Staff, as applicable. This process will continue with seven business day review periods until the submission is approved by the County’s and FCRHA’s Authorized Representatives, as appropriate. If APAH does not receive a written response within 10 business days of its Initial Submission, or within seven business days of a follow-up submission, APAH will provide written notice to the County’s and the FCRHA’s Authorized Representatives, as appropriate (the “**Second Notice**”). Failure to respond to such Second Notice within seven business days will be deemed to be an approval provided by the County’s and/or the FCRHA’s Authorized Representative, as the case may be.
- (2) County, FCRHA and County Staff review will be cumulative, with the scope of review limited by the scope of previous comments and approval(s) or new material provided, and in no event (i) will comments on the site plan or construction documents be inconsistent with the existing zoning of the Property, nor (ii) will comments on the construction documents require an amendment to the site plan; provided, however, that any comment noting a failure of the submittal to conform to the existing zoning or approved site plan will not be so limited.
- (3) The County or the FCRHA may request changes to the approved site plan or any approved construction documents (a “**Request for Proposal**”).

Within 10 business days of APAH's receipt of a Request for Proposal, the General Contractor will provide a written estimate (the "**Proposed Change Order**") of any cost increase not covered by the Budget and/or delay in Substantial Completion that will result from the Proposed Change Order. Within seven business days after receipt of the Proposed Change Order, the County or the FCRHA will confirm to APAH in writing of acceptance of the Proposed Change Order ("**County Acceptance**"), which acceptance shall constitute the County's agreement (i) to pay the amount, if any, specified in the Proposed Change Order by which the Developer has estimated that the cost for the Proposed Change Order would result in an increase in the Budget ("**Excess Cost**") and (ii) that if such Proposed Change Order causes a delay in the Substantial Completion Date, the Substantial Completion Date shall be extended day-for-day for any delay caused solely by such Proposed Change Order. If the County or the FCRHA fails to provide such County Acceptance involving an Excess Cost before the end of said seven-day period, the County or the FCRHA shall be deemed to have withdrawn its request for the Proposed Change Order. Notwithstanding the foregoing, if the implementation of any Proposed Change Order would cause a delay in the construction of the Residential Development (in APAH's reasonable determination), then such Proposed Change Order shall require APAH's consent, which consent may be provided or withheld in APAH's sole discretion.

- (4) Each request for approval under the Review Process or a Request for Proposal will be accompanied by an explanatory cover letter or other written correspondence sufficient to explain the approval or change that is sought. The review periods described in this Section 4 begin on the next business day upon receipt of the submission by the Authorized Representatives.
- (5) Notwithstanding the requirement of County Staff approval under this Section 4, APAH may submit its site plans and construction documents for regulatory review to the appropriate governmental agency upon submission of such documents to County Staff; provided, however, that APAH will update its regulatory submission to reflect the County Staff-approved version of such submission.
- (6) County, FCRHA, and/or County Staff approval (as the case may be) of submissions under the Review Process will not be unreasonably withheld, conditioned, or delayed.

D. *Value Engineering.* The Contractor under the A/E Contract has performed value engineering services and has provided a value engineering analysis as more fully described in Exhibit F. The value engineering process described in Exhibit

E may be repeated upon agreement by the Parties if necessary until the FCRHA and the County have approved the Final Construction Documents, but the FCRHA and the County shall not have the right to continue to repeat the process to the extent doing so would cause a material delay to the development and construction of the Residential Development or the Community Center.

5. Construction of Community Center. Via its oversight of the construction process, APAH will endeavor to cause the Community Center to be constructed in material and substantial conformance with the approved Final Construction Documents.

- A. *Construction Schedule*. APAH has prepared the Development Schedule. Representatives of the Parties will conference on a bi-weekly basis, or at such other interval as circumstances may reasonably warrant, to review the status of construction progress of the Community Center.
- B. *General Contractor*. APAH has selected Clark Construction as the General Contractor and will select the trade subcontractors and provide County Staff with a breakdown of the Community Center bid for County Staff's review and approval prior to entering into Construction Contracts. An entity controlled by APAH will enter into the Construction Contracts with the General Contractor.
- C. County Staff will have access to the construction site to observe and monitor construction activity and the condition of the Community Center. Further, County Staff will participate in the construction process in the following areas:
 - (1) Quality control inspections to verify conformance to the Construction Documents;
 - (2) Attendance in construction progress meetings and site walk-throughs;
 - (3) Review, comment, and approval of design revisions to the Community Center and its associated parking using the Review Process;
 - (4) Review of APAH- or contractor-directed change orders using the Review Process.
- D. The site visits and reviews described in Paragraph C above inure to the benefit of the County in its proprietary capacity and are separate and distinct from the County regulatory inspection process.
- E. APAH will obtain FCRHA's and the County's approval for all deviations from the Construction Documents concerning the Community Center or associated parking, which approval will not be unreasonably withheld, conditioned, or delayed. The review and approval process will follow the Review Process.

- F. Any notices received by APAH from the General Contractor related to delays or extensions of time or claims for additional costs will be forwarded to the FCRHA and the County within five business days of receipt by APAH.

6. Insurance Requirements: In connection with the development of the Community Center, the following requirements apply:

- A. APAH will cause the General Contractor to provide payment and performance bonds, each for the entire contract sum and naming the FCRHA and the County as a dual obligees on such bonds.
- B. Until such time as the Community Center is turned over to the County in accordance with Sections 7 and 8, APAH will obtain and maintain in full force and effect, with financially responsible insurers authorized to transact insurance business in the Commonwealth of Virginia, (i) a standard policy of commercial general liability insurance covering its activities on the Community Center property written on an occurrence basis with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, (ii) automobile liability insurance for all owned, hired, and non-owned vehicles, with minimum limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage liability, and (iii) all legally required insurance coverage related to their employees including, but not limited to, Workers Compensation and Employer's liability coverage.
- C. The FCRHA and the County must be included as additional insureds on the APAH commercial general liability and automobile policies through an endorsement subject to the reasonable review and approval of the FCRHA. In addition, the FCRHA and the County must be named indemnitees under any indemnity required of the General Contractor or design professionals.
- D. All Project design professionals and the General Contractor will be required to carry the insurances required by Exhibit G.
- E. In addition to the specific requirements set forth in Exhibit G, APAH will cause the contracts with its design professionals and the General Contractor to contain provisions related to warranties, guaranties, insurance, indemnities, notice claims, and retainage typical in the Northern Virginia area for commercial contracts of the general size and scope of the subject project, in APAH's reasonable judgement. The warranty period will be not less than one year from Substantial Completion. The contracts will expressly provide that all warranties

run to the benefit of the FCRHA and the County following Substantial Completion of the Community Center.

- F. For a period of one year following Substantial Completion of the Community Center, APAH will, upon notice, correct and remedy at its expense any damage to the Community Center caused by the fault, negligence, gross negligence, or intentionally tortious act or omission occurring prior to such conveyance of any officer, director, or employee of APAH. The obligations of APAH under this warranty will not extend if any of the damage to the Community Center was caused by the fault, negligence, gross negligence, or intentionally tortious act or omission of any third party, including, without limitation, the FCRHA, the County or its separate contractor(s) and their employees, agents and/or representatives.

7. Substantial Completion/Delivery Date. The Community Center must achieve Substantial Completion and be delivered to the County as set forth on the Development Schedule, subject to Excusable Delays. (Such date is subject to adjustment depending upon the completion date set forth in the Construction Contracts.) APAH shall also cause the following to occur:

- A. APAH will provide written notice to the FCRHA and the County that APAH considers the Community Center substantially complete, whereupon County Staff will conduct an inspection of the Community Center within seven business days of receipt of the notice and provide APAH a list of reasonable Punch List items to be completed by APAH. If any damage to the Community Center is caused by APAH, its contractors, or their subcontractors after the completion of the Punch List, then the County may amend the Punch List to require repair of such damage. APAH will provide written notice to the FCRHA and the County when APAH considers the Punch List items to be complete, whereupon County Staff will conduct an inspection of the Community Center within five business days of receipt of the notice to verify that such Punch List items have been completed. The failure to include any items on the Punch List does not alter the responsibility of APAH to fully construct the Community Center in accordance with the approved Construction Documents.

8. Final Completion/Conveyance of Community Center. The Community Center will be deemed to have achieved final completion upon satisfaction of the items set forth on **Exhibit H** (“**Final Completion**”). Upon satisfaction of the items set forth on Exhibit H, APAH will provide the County with the General Contractor’s Certificate of Final Completion, whereupon County Staff will conduct an inspection of the Community Center within seven business days of receipt of such certificate. Upon agreement that Final Completion has been achieved, the County will issue a Certification of Final Completion and Notification of Final Payment. APAH and the County acknowledge and agree that it is the intention of this provision that, upon Final Completion of the Community Center, APAH shall have no further obligations with respect to the construction,

operation or maintenance of the Community Center, except as set forth in Section 3.D above and except as set forth in a reciprocal easement agreement or condominium declaration and bylaws.

Prior to and during construction of the Community Center, the County will obtain/provide, at its sole cost and expense, any and all bonds, letters of credit, performance agreements, escrows and/or other obligations related to the Community Center that may be required from any third parties in connection with the construction of the Community Center. If any such items are required to be obtained in APAH's name, then APAH will obtain/provide such items at the County's expense and shall transfer such items to the County (or the County will otherwise substitute itself for APAH with respect to the items) at Final Completion or as soon as the County is permitted to do so.

9. Community Center Construction Budget.

- A. The Budget may be amended from time to time by written agreement of APAH and the County. It is acknowledged by the Parties that the Budget attached as **Exhibit D** at the time this Agreement is executed is preliminary and subject to change, and each of APAH and the County agrees to work cooperatively and in good faith to develop a mutually acceptable revised final Budget which shall be finalized prior to the date that APAH closes its construction financing for the C5 Residential Project (the "**C5 Residential Closing**"). The Budget includes a contingency for County-directed or approved changes that may be incorporated into the final Budget.
- B. The Parties have agreed upon percentage allocations of the Total Cost as set forth on **Exhibit D**.
- C. APAH will keep, or cause to be kept, accurate, full and complete books of account pertaining to the Total Costs for the Project. The FCRHA and the County have the right at their option and at their own expense, to conduct audits of the books, records, and accounts of APAH related to the Project until six months after the final completion of the Project.

10. Construction Funding.

- A. Upon FCRHA's acquisition of the Property, the County shall reimburse APAH for all of APAH's pre-development costs incurred relating to the Community Center as set forth in the Budget.
- B. After the date of FCRHA's acquisition of the Property and prior to the date of the C5 Residential Closing, APAH may provide to the FCRHA itemized invoices no more than once per calendar month for the reimbursement of APAH's pre-development costs incurred between such dates relating to the

Community Center, and the FCRHA shall provide the reimbursement to APAH within 20 business days of receipt of an invoice.

- C. Prior to the C5 Residential Closing, the County shall provide to APAH documentation indicating that funds in the amount of the Total Cost of the Community Center have been allocated and are or will be available to the County for disbursement upon receipt of Draw Requests, as defined and described below.
- D. Beginning after the C5 Residential Closing, APAH will submit a draft “pencil copy” draw prior to the last day of each month for the payment of Community Center Hard Construction Costs by the County (each, a “**Draw Request**”) in accordance with this Section 10.D and the additional requirements of the attached **Exhibit I**. Within five business days of receipt of a Draw Request, the County will review the Draw Request and provide APAH with requested revisions to the Draw Request, if any. After reaching agreement on the Draw Request and upon receipt of the final signed Draw Request (the “Signed Draw Request”), the County will process and pay the amount of the Signed Draw Request no later than 20 business days after receipt. If the County has not made the required payment within 20 business days after receipt of the Signed Draw Request (except for the proper denial of any such part of the Draw Request), interest on the payment will accrue at the rate of eight percent (8%) per annum payable to APAH calculated from the date the payment was due until the actual date such payment is made by the County.
- E. The Construction Documents will include customary provisions regarding the documentation to be provided in conjunction with draw requests, including, without limitation, back-up invoices, subcontractor draws, lien waivers and any other materials reasonably requested by County staff.

11. **Excusable Delay.** Whenever performance is required of any Party under the terms of this Agreement, that Party shall use due diligence to perform and take all necessary measures in good faith to effect the necessary or required performance; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, adverse and unusual weather conditions not reasonably anticipated, war, civil commotion, riots, strikes, picketing, other labor disputes, damage to work in progress by reason of fire or other casualty, the COVID-19 pandemic, directions of a governmental authority for all construction projects in the region to stop work, or any reasonably unforeseeable cause beyond the reasonable control of such party, then the time for performance as specified in this Agreement will be appropriately extended by the amount of the delay actually caused (an “**Excusable Delay**”). To trigger an extension caused by an Excusable Delay, the extending party shall provide written notice to the other party promptly upon learning of any delay caused by the Excusable Delay, which notice shall provide a detailed description of the direct impact such delay has on the Project.

12. Conflict Resolution.

- A. The Parties will endeavor, where reasonably possible, to resolve all conflicts at the senior management level before utilizing the conflict procedure outlined in this Section 12.
- B. If the Parties are unable to resolve a conflict despite good faith efforts at the senior management level, then the Parties may mutually agree to settle the dispute by arbitration. The arbitration shall be conducted in the northern Virginia vicinity, unless another location is mutually agreed upon. A request for arbitration shall be made in writing, delivered to the other Parties to the Agreement. The Party sending a request for arbitration must assert all claims then known to that Party on which arbitration is requested. The arbitration shall be conducted by an arbitrator mutually agreed upon by the Parties. In no event shall a request for arbitration be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- C. The Parties may, by mutual agreement, implement such other dispute resolution procedures they deem appropriate during the design and construction of the Project.

13. Default; Remedies.

- A. If any Party defaults on its obligations under this Agreement, and such default continues for more than 10 business days (or such other period as may be specifically provided in other sections of this Agreement) after the defaulting party receives written notice of such default from the other party (such defaulting party also being referred to as a “Defaulting Party”, and the other parties as the “Non-Defaulting Party”), then the Non-Defaulting Party will have such remedies available to it as may be set forth in in this Agreement as well as any other remedies available at law or in equity, except that in no event will any Party to this Agreement be entitled to recover punitive or consequential damages from any other party. Notwithstanding the foregoing, if a default by its nature cannot be cured within 10 business days despite reasonable and diligent efforts by the Defaulting Party, then the Defaulting Party shall have up to an additional 25 business days to cure the Default so long as the Defaulting party is continuing to use commercially reasonable efforts to cure the Default.
- B. If, due to APAH’s negligence, the Community Center has not reached Substantial Completion by the date indicated in the Development Schedule (as such schedule may have been modified by the parties or extended due to an

Excusable Delay), then the County shall have the right to recover from APAH liquidated damages of \$500 per day.

14. Cooperation with Lenders and Investors. The County and the FCRHA acknowledge that each of the Residential Owners will have one or more loans (collectively, the “**Loans**”) made by one or more lenders (collectively, the “**Lenders**”), which Loans will be secured by the Residential Owners’ respective Condominium units via deeds of trust. Each of the Residential Owners will also have one or more limited partners/investors (collectively the “**Investors**”) in connection with the Residential Owners’ use of federal low-income housing tax credits. The County and the FCRHA agree that, to the extent the Lenders and Investors request certain rights in connection with ensuring that construction of the Community Center will be completed, the County and the FCRA will make good faith efforts to accommodate the Lenders and Investors (which may include entering into one or more written agreements) so long as doing so does not violate any laws, rules or regulations applicable to the County, the FCRHA or the bond financing used to fund the construction of the Community Center. The County and the FCRHA will permit APAH to collaterally assign to one or more of the Lenders as security for the Loans this Agreement, the Construction Contracts, and any other contracts entered into relating to the design and construction of the Community Center.

15. Indemnification. APAH agrees to indemnify and hold harmless the FCRHA and the County from any and all claims for bodily injury, personal injury, and/or property damage, to the extent caused by the negligent acts, negligent errors, or negligent omissions of APAH or a breach by APAH of the provisions of this Agreement. The obligations of APAH do not extend to damages, loss or injury, including death, to persons or property to the extent caused by any action, error, omission or operation of the FCRHA or the County, or any of their respective employees, agents, or affiliates. Further, the obligations of APAH do not extend to the proportion of damages, loss or injury, including death, to persons or property that may arise or be incurred as a result of any action, error, omission or operation of the County’s or FCRHA’s separate contractor(s), and those contractor(s)’ employees, agents, servants, and/or representatives. The indemnification obligations of APAH identified in this Section 15 will survive the termination or expiration of this Agreement.

16. Authorized Representative. Each of APAH, the FCRHA, and the County will appoint up to two persons to represent it and act as its exclusive agent for all purposes under this Agreement (each, an “**Authorized Representative**”). The Parties may each, at any time and from time to time, add, remove, replace or otherwise change its designation of any or all of its Authorized Representatives (with or without cause) by giving written notice of such change to the other parties. The Authorized Representatives of the Parties, as applicable, will be the only persons authorized to take actions or grant consents on behalf of such Party, and any action taken by an Authorized Representative of a Party will be binding on such Party for all purposes. The initial Authorized Representatives and their respective contact information are as follows:

APAH	Carmen Romero cromero@apah.org 571-733-9616	Kyle McCandless kmccandless@apah.org 571-733-9624
The FCRHA	Tom Fleetwood Thomas.fleetwood@fairfaxcounty.gov 703-246-5103	Anna Shapiro Anna.shapiro@fairfaxcounty.gov 703-324-7613
The County	Chris Leonard Christopher.leonard@fairfaxcounty.gov 703-324-2540	Lloyd Tucker Lloyd.tucker@fairfaxcounty.gov 703-324-5362

17. Notice. Except as set forth below, any notices, requests and other communications under this Agreement shall be in writing and shall be hand-delivered with receipt therefor, or shall be sent electronic mail, or shall be sent by messenger with receipt therefor, or by Federal Express or another nationally recognized overnight carrier, with guaranteed next-business-day delivery or shall be sent by email with confirming copy sent by one of the methods described above within one business day after the email delivery, addressed as follows:

If to APAH, to:

Arlington Partnership for Affordable Housing, Inc.
Attention: Carmen Romero, President
4318 N. Carlin Springs Road
Arlington, Virginia 22203
e-mail: cromero@apah.org

With a copy to:

Gallagher Evelius & Jones LLP
Attention: Benjamin Rubin
218 N. Charles Street, Suite 400
Baltimore, Maryland 21201
e-mail: brubin@gejlaw.com

If to the FCRHA, to:

Fairfax County Redevelopment and Housing Authority
Attention: Director, HCD
3700 Pender Drive
Fairfax, Virginia 22030-6039
e-mail: thomas.fleetwood@fairfaxcounty.gov

and

Fairfax County Redevelopment and Housing Authority
Attention: Deputy Director, Real Estate Finance and Development, HCD

3700 Pender Drive
Fairfax, Virginia 22030-6039
e-mail: anna.shapiro@fairfaxcounty.gov

With a copies to:

Office of the County Attorney
Attention: County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035-0064
e-mail: susan.timoner@fairfaxcounty.gov

If to the County, to:

Fairfax County
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035
Attn: Chris Leonard
e-mail: Christopher.leonard@fairfaxcounty.gov

and

Fairfax County
12000 Government Center Parkway, Suite 448
Fairfax, VA 22035
Attn: Lloyd Tucker
e-mail: Lloyd.tucker@fairfaxcounty.gov

With a copies to:

Fairfax County Department of Housing and Community Development
Attention: Director, HCD
3700 Pender Drive
Fairfax, Virginia 22030-6039
e-mail: thomas.fleetwood@fairfaxcounty.gov

and

Office of the County Attorney
Attention: County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035-0064
e-mail: susan.timoner@fairfaxcounty.gov

Notwithstanding the foregoing or any other provision in this Agreement, in any instance where APAH is required or permitted to submit documents, designs, drawings or other materials

to the County and/or FCRHA (or to any other division or department of the County government) (or required or permitted to request approval, consent or permission without the submission of materials), then delivery to the FCRHA's and the County's Authorized Representatives set forth in Section 16 above shall be deemed sufficient hereunder.

18. Miscellaneous.

- A. The County and the FCRHA have entered into this Agreement solely their respective proprietary capacities and not in their governmental or regulatory capacities. The County's and the FCRHA's entering into this Agreement in their respective proprietary capacities shall in no manner be deemed to affect, limit or obligate the Board of Supervisors of Fairfax County in its governmental or regulatory capacity and/or the County of Fairfax, Virginia, or its agencies, departments or divisions thereof with respect to any actions the foregoing may desire or be requested to undertake in their governmental or regulatory capacities that pertain in any manner to the development of the Residential Development or the Community Center, including without limitation, any approval requests, inspections or other matters involving governmental authorities.
- B. This Agreement shall be binding upon and be for the benefit and burden of the Parties and their successors and assigns in title.
- C. This Agreement, together with the attached Exhibits, all of which are incorporated by reference, is the entire agreement between the Parties. The terms of this Agreement may be amended or modified only by a written instrument executed by the Parties.
- D. Time is of the essence with respect to the performance of the obligations of the Parties.
- E. Nothing contained in this Agreement will be construed to create a partnership or joint venture between the Parties or their successors or permitted assigns.
- F. No waiver of any breach of this Agreement will be deemed a waiver of any preceding or succeeding breach under this Agreement or any other agreement. No extension of time for the performance of any obligation or act will be deemed an extension of time for the performance of any other obligation or act.
- G. This Agreement will be construed in accordance with the laws of the Commonwealth of Virginia.
- H. If any provision of this Agreement or its application to any Party or circumstances is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement will

not be affected, and each provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

- I. Any terms of this Agreement that would require the payment of money by the County are subject to appropriations by the Fairfax County Board of Supervisors. If appropriations are not made for any fiscal year, and there are not other County funds available for such payment, the County will not be obligated to make any payments beyond the amount appropriated.
- J. This Agreement 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.
- K. The captions of this Agreement are for reference only and do not describe the intent of this Agreement or otherwise alter the terms of this Agreement.
- L. Each Party waives all rights to a trial by jury in any claim, action, proceeding, or counterclaim arising out of or in any way connected with this Agreement.
- M. If any date set forth in this Agreement for the performance of any obligations by any of the Parties or for the delivery of any instrument or notice by any of the Parties falls on a Saturday, Sunday, Legal Holiday, or day in which Fairfax County governmental offices are closed, the compliance with such obligations or delivery will be deemed acceptable on the next business day following such Saturday, Sunday, Legal Holiday, or closing. The term "Legal Holiday" will mean any Fairfax County, Commonwealth of Virginia, or federal holiday on which post offices are closed in Virginia.
- N. Each of the exhibits attached to this Agreement is hereby made a part of this Agreement as fully as if set forth in the text of this Agreement.

Exhibit A: Property

Exhibit B: Residential Development

Exhibit C: Community Center

Exhibit D: Community Center Budget

Exhibit E: Development Schedule

Exhibit F: Form of A/E Agreement

Exhibit G: Insurance

Exhibit H: Turn over Requirements for Final Completion

Exhibit I: Draw Requests

Exhibit J: Fairfax County Sustainable Development Policy for Capital Projects

[Signature Pages Follow]

The Parties have executed this Development Agreement as of the date first set forth above.

**ARLINGTON PARTNERSHIP FOR AFFORDABLE
HOUSING, INC.**, a Virginia nonstock corporation

By: _____

Name: _____

Title: _____

[Additional Signature Pages Follow]

[Signature Page to Development Agreement – Continued]

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, a political
subdivision of the Commonwealth of Virginia

By: _____

Name: _____

Title: _____

[Additional Signature Page Follows]

[Signature Page to Development Agreement – Continued]

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

By: _____
Name: _____
Title: _____

EXHIBIT A
PROPERTY

A-1

EXHIBIT A

LEGAL DESCRIPTION

All of that certain parcel of real property situate, lying and being in the County of Fairfax, Commonwealth of Virginia, more particularly described as follows:

Beginning at an iron pipe found in the southerly line of the Westwood Subdivision (D.B. 6046, Pg. 271 and D.B. 6047, Pg. 1985), said iron pipe being a corner to Lot 2, Plexus, N.V. Subdivision (D.B. 6060, Pg. 1159) and the northwesterly corner of the herein described property; thence departing said Lot 2 and running with said Westwood Subdivision and with the herein described property: N 72°30'09" E, 280.98' to an iron pipe found; thence, departing the Westwood Subdivision S 36°20'29" E, 295.58' to a point in the northerly right-of-way line of Spring Hill Road (70' right-of-way width) (D.B. 5148, PG. 735), thence 266.98' along the arc of a curve to the left having a radius of 2695.00' and a chord bearing S 64°13'24" W, 853.20' to a point, corner to the Plexus, N.V. Subdivision (D.B. 6060, Pg. 1159), departing along the way the northerly right-of-way line of Spring Hill Road and running thereafter with a certain Parcel 2L, property of the Equitable Life Assurance Society Of The United States (D.B. 8429, Pg. 1533); thence departing said Parcel 2L and running with said Plexus, N. V. Subdivision; N 36°20'29" W, 363.63' to the POINT OF BEGINNING, containing a total of 87,115 square feet or 2.0 acres of land more or less (as now surveyed), all in accordance with an ALTA/ACSM Land Title Survey prepared by Bowers & Association, P.C. dated February 6, 1998 (reference B&A File No. C-1017).

EXHIBIT B
RESIDENTIAL DEVELOPMENT

B-1

EXHIBIT B

RESIDENTIAL DEVELOPMENT

The Project will consist of 516 affordable units located in two, 20-story buildings over a two-story community center and a four-story underground garage. The Project will have a 0.827 parking ratio, and the community center will have 75 dedicated spaces and 65 shared spaces in the garage. The residential buildings will feature two secured entries, a leasing office, elevators, a community room and amenity spaces, a two-tier landscaped courtyard, and free Wi-Fi for all residents. APAH will also provide highly effective, onsite, bilingual resident services. Programming will include individual outreach to vulnerable residents at risk of eviction, connecting them with impactful services, and resources that enable immediate and long-term stability. The Dominion Square project anticipates achieving EarthCraft Gold certification.

EXHIBIT C
COMMUNITY CENTER

C-1

EXHIBIT C

COMMUNITY CENTER

The Community Center will be a new 33,000 square foot facility in the proposed Dominion Square Project, serving Tysons and the surrounding area including future tenants of the residential component of the Project. It will occupy two floors at the base of one of the Project towers. The dedicated entrance to the Community Center will be located at the corner of Boone Boulevard and Spring Hill Road. The site can be accessed by pedestrian traffic from Tysons and is within 0.25 miles of the Spring Hill Road metro station. In addition, the Community Center will have 75 exclusive parking spaces and 65 shared spaces in the Project's below-grade garage. The Community Center will have a dedicated outdoor courtyard.

The facility will provide recreational, educational, and developmental opportunities for county residents similar to programming offered at other county community centers. Co-locating the facility with the Dominion Square residential component will enable easy access to community programs and services for the Project residents. The Community Center will include the latest technology to best serve its customers. The new facility will be built to comply with all building codes, be ADA compliant, support the county's sustainability and energy reduction policies and have a minimum LEED Gold certification from the U.S. Green Building Council (USGBC).

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M-2-2

EXHIBIT D
COMMUNITY CENTER BUDGET

EXHIBIT D

COMMUNITY CENTER BUDGET

TYSONS DOMINION SQUARE		
<u>Construction Costs</u>		
Site Work	\$	764,000
General Conditions & Fee	\$	1,967,000
Garage	\$	7,707,000
Letter of Credit + GC Bond	\$	412,000
Gross Receipt Tax	\$	29,000
Community Center Shell + Fit Out	\$	20,905,000
Builder's Risk Insurance & GL	\$	255,000
Contractor's Contingency	\$	379,000
Escalation	\$	972,540
Design Contingency	\$	50,000
Hard Cost Contingency	\$	2,006,432
Shared Cost Allocation	\$	(1,081,515)
<u>Construction Subtotal (Before Owner's Contingency and Escalation)</u>	\$	31,336,485
<u>Construction Subtotal</u>	\$	34,365,458
<u>Soft Costs</u>		
Construction Period Taxes		Not Included
Architectural Design	\$	1,630,677
Architectural Supervision	\$	419,450
County Fees & Proffers	\$	430,977
Marketing/Lease up		N/A
Consultants	\$	39,856
Civil Engineering/Survey	\$	92,457
Tax Credit Prep		N/A
FF&E		Not Included
Construction Management	\$	140,372
Construction Inspections	\$	100,000
Soil Borings + Geotech	\$	8,979
Environmental	\$	29,042
Utilities (incl. Connection Fees)	\$	96,808
EarthCraft/LEED	\$	50,000
Submetering		N/A
Wifi Infrastructure		N/A
Security System	\$	300,000
Builder's Risk Insurance & TRU		Included in Clark's Estimate
Interior Design		Not Included
Accounting/Cost Cert	\$	21,298
Wifi Replacement Reserve		N/A
Reimbursables	\$	17,910
Soft Cost Contingency	\$	173,490
Legal	\$	91,968
Appraisal		N/A
Pre-Development Interest	\$	36,000
Neighbor Improvements & Easements	\$	29,042
Dry utilities design/engineering	\$	119,800
HVAC Commissioning	\$	60,000
Developer Fee	\$	500,000
<u>Soft Cost Subtotal</u>	\$	4,388,126
<u>Total Uses</u>	\$	38,753,584

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PERCENTAGE ALLOCATION BASED ON OVERALL GFA			
	Space Designation (SF)	Area Allocation (SF)	% Split
C6 North Residential	426,164	407,687	46.38%
C5 South Residential	354,816	386,149	43.93%
Total Residential	780,980	793,836	90%
C5 - Community Facility	72,231	85,087	10%
Shared Space	25,711	(Split 50/50 within Resi and CC)	
Total	1,659,903	878,923	100%

Total Project Summary
February 10, 2023

	Future Work per Boone Boulevard Realignment	Off Site Improvements	C6 Sitework	C6 Below Grade Parking	C6 Residential	Phase 1 Total	C5 Sitework	C5 Below Grade Parking	C5 Residential	Phase 2 Total	CC Sitework	CC Below Grade	Community Center	CC Total	Project Total (CC and Resi.)	Project Total (CC + Resi) + Rt 7+Boone Blvd.)
				285				251				80				656
Sitework	\$1,303,000	\$1,114,000	\$3,965,000			\$3,965,000	\$3,755,000			\$3,755,000	\$764,000			\$764,000	\$8,484,000	\$10,901,000
Building Excavation				\$1,614,000		\$1,614,000		\$1,486,000		\$1,486,000		\$889,000		\$889,000	\$3,989,000	\$3,989,000
Support of Excavation				\$1,846,000		\$1,846,000		\$1,699,000		\$1,699,000		\$1,017,000		\$1,017,000	\$4,562,000	\$4,562,000
Structure			\$6,861,000		\$14,005,000	\$20,866,000		\$6,316,000	\$14,299,000	\$20,615,000		\$3,781,000	\$3,085,000	\$6,866,000	\$48,347,000	\$48,347,000
Exterior Skin Envelope				\$13,713,000		\$13,713,000		\$11,596,000		\$11,596,000			\$4,559,000	\$4,559,000	\$29,868,000	\$29,868,000
Exterior Soffits				\$55,000		\$55,000								\$0	\$55,000	\$55,000
Roofing & Waterproofing				\$823,000	\$1,453,000	\$2,276,000		\$757,000	\$1,458,000	\$2,215,000		\$453,000	\$626,000	\$1,079,000	\$5,570,000	\$5,570,000
General Building Finishes				\$980,000	\$4,325,000	\$5,305,000		\$902,000	\$4,542,000	\$5,444,000		\$540,000	\$6,000	\$546,000	\$11,295,000	\$11,295,000
Residential Unit Finishes					\$12,065,000	\$12,065,000			\$11,273,000	\$11,273,000				\$0	\$23,338,000	\$23,338,000
Residential Unit Equipment					\$2,029,000	\$2,029,000			\$1,921,000	\$1,921,000				\$0	\$3,950,000	\$3,950,000
Special Equipment				\$112,000	\$201,000	\$313,000		\$104,000	\$40,000	\$144,000		\$62,000		\$62,000	\$519,000	\$519,000
Vertical Transportation					\$3,005,000	\$3,005,000			\$2,315,000	\$2,315,000				\$0	\$5,320,000	\$5,320,000
Mechanical System				\$1,051,000	\$18,471,000	\$19,522,000		\$967,000	\$17,764,000	\$18,731,000		\$579,000	\$216,000	\$795,000	\$39,048,000	\$39,048,000
Electrical System				\$701,000	\$12,573,000	\$13,274,000		\$645,000	\$12,103,000	\$12,748,000		\$386,000	\$100,000	\$486,000	\$26,508,000	\$26,508,000
Community Center Fit Out													\$12,313,000	\$12,313,000	\$12,313,000	\$12,313,000
Total Direct Costs	\$1,303,000	\$1,114,000	\$3,965,000	\$13,988,000	\$81,895,000	\$99,848,000	\$3,755,000	\$12,876,000	\$77,311,000	\$93,942,000	\$764,000	\$7,707,000	\$20,905,000	\$29,376,000	\$223,166,000	\$226,583,000
Builder's Risk Insurance	\$3,000	\$3,000	\$9,000	\$33,000	\$193,000	\$235,000	\$9,000	\$30,000	\$182,000	\$221,000	\$2,000	\$18,000	\$20,000	\$40,000	\$496,000	\$502,000
Gross Receipts Tax	\$2,000	\$2,000	\$7,000	\$24,000	\$140,000	\$171,000	\$7,000	\$22,000	\$132,000	\$161,000	\$1,000	\$13,000	\$15,000	\$29,000	\$361,000	\$365,000
General Liability Insurance	\$16,000	\$14,000	\$50,000	\$176,000	\$1,032,000	\$1,258,000	\$47,000	\$162,000	\$975,000	\$1,184,000	\$10,000	\$97,000	\$108,000	\$215,000	\$2,657,000	\$2,687,000
General Contractor's Bond	\$15,000	\$13,000	\$100,000	\$407,000	\$964,000	\$1,471,000				\$0				\$0	\$1,471,000	\$1,499,000
Letter of Credit						\$0	\$93,000	\$379,000	\$1,332,000	\$1,804,000	\$52,000	\$213,000	\$147,000	\$412,000	\$2,216,000	\$2,216,000
Construction Contingency - 2%	\$28,000	\$24,000	\$88,000	\$312,000	\$1,799,000	\$2,199,000	\$84,000	\$287,000	\$1,707,000	\$2,078,000	\$17,000	\$172,000	\$190,000	\$379,000	\$4,656,000	\$4,708,000
General Conditions & Fee	\$95,000	\$128,000	\$458,000	\$1,616,000	\$9,403,000	\$11,477,000	\$434,000	\$1,487,000	\$8,894,000	\$10,815,000	\$88,000	\$891,000	\$988,000	\$1,967,000	\$24,259,000	\$24,482,000
Total Costs w/ Mark-ups	\$1,462,000	\$1,298,000	\$4,677,000	\$16,856,000	\$98,426,000	\$116,659,000	\$4,429,000	\$15,243,000	\$90,533,000	\$110,205,000	\$934,000	\$9,111,000	\$22,373,000	\$32,418,000	\$269,282,000	\$262,042,000

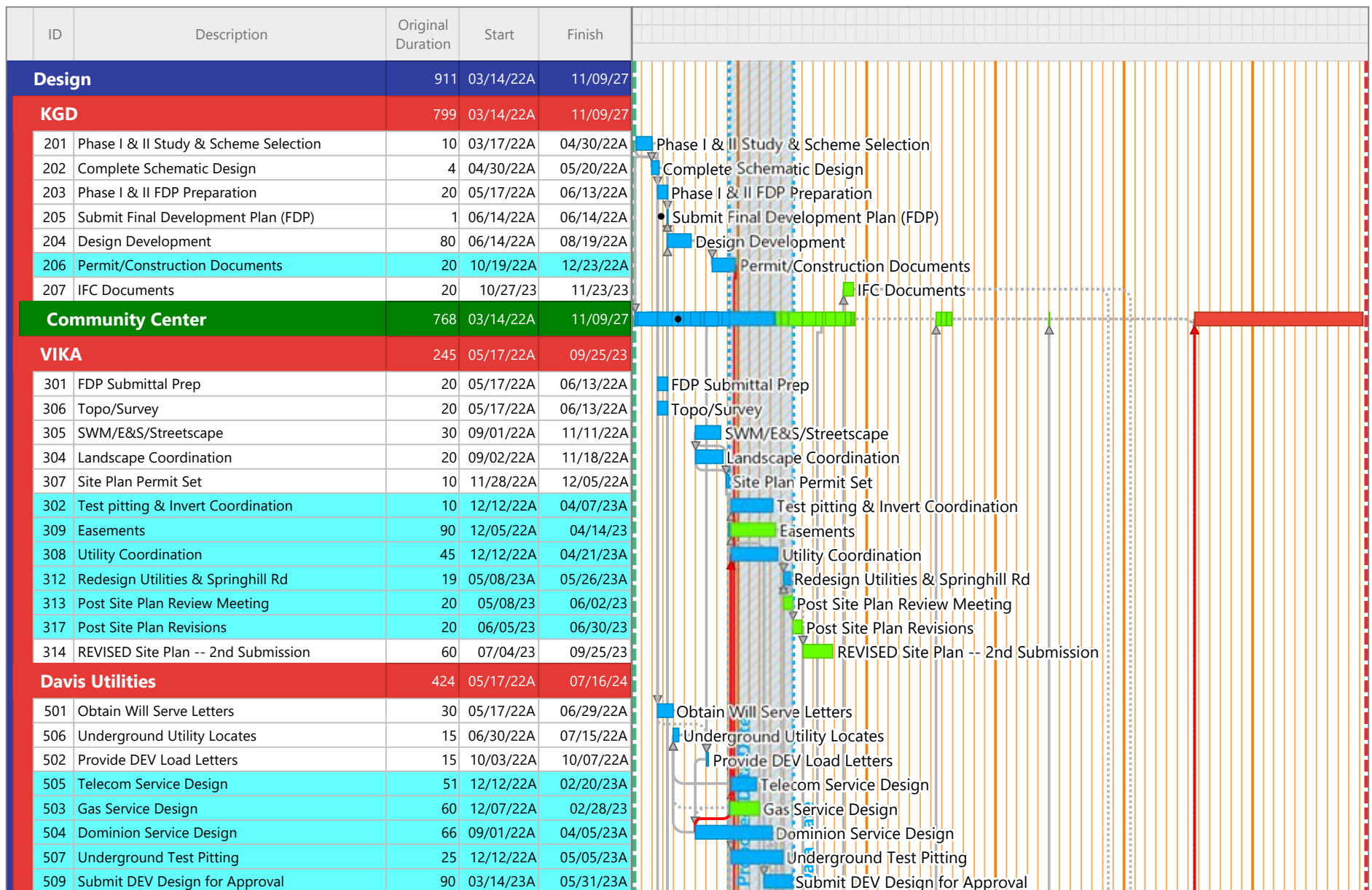
Cost Allocation Detail

CC AREA	SHARED PROJECT COSTS					COST SPLIT				COST IMPACT TO CC BUDGET	
	Qty	Unit	Price	COST	Total	CC %	COST SHARE	RESI %	COST SHARE	ADDED	REDUCED
GARAGE ENTRY RAMP	2120	SF			\$ 289,079.95	40%		60%			
Sanitary Piping	50	LF	\$27	\$ 1,346.63			\$ 538.65		\$ 807.98		\$ 807.98
Garage Drain	6	Ea	\$865	\$ 5,187.00			\$ 2,074.80		\$ 3,112.20		\$ 3,112.20
Concrete Supported Slab	2120	SF	\$38	\$ 80,550.59			\$ 32,220.24		\$ 48,330.36		\$ 48,330.36
Seal coating	2120	SF	\$1	\$ 1,059.88			\$ 423.95		\$ 635.93		\$ 635.93
O/D & Access Control	2	Doors	\$65,000	\$ 130,000.00			\$ 52,000.00		\$ 78,000.00		\$ 78,000.00
Lighting	10	Ea	\$475	\$ 4,750.00			\$ 1,900.00		\$ 2,850.00		\$ 2,850.00
Egress Passage Walls	975	LF	\$40	\$ 39,000.00			\$ 15,600.00		\$ 23,400.00		\$ 23,400.00
Egress Door & Hdw	1	Ea	\$1,950	\$ 1,950.00			\$ 780.00		\$ 1,170.00		\$ 1,170.00
Egress Ramp	60	SF	\$15	\$ 900.00			\$ 360.00		\$ 540.00		\$ 540.00
Railing	2	Flight	\$3,000	\$ 6,000.00			\$ 2,400.00		\$ 3,600.00		\$ 3,600.00
Fire suppression	2120	SF	\$3	\$ 6,359.26			\$ 2,543.70		\$ 3,815.55		\$ 3,815.55
FA Alarming	2120	SF	\$4	\$ 7,419.13			\$ 2,967.65		\$ 4,451.48		\$ 4,451.48
Paint	2120	SF	\$2	\$ 4,557.47			\$ 1,822.99		\$ 2,734.48		\$ 2,734.48
ENTRY RAMP DRIVE AISLES	5873				\$ 353,881.60	50%		50%			
Sanitary Piping	50	LF	\$27	\$ 1,346.63			\$ 673.31		\$ 673.31		\$ 673.31
Garage Drain	6	Ea	\$865	\$ 5,187.00			\$ 2,593.50		\$ 2,593.50		\$ 2,593.50
Trench Drain	35	LF	\$75	\$ 2,625.00			\$ 1,312.50		\$ 1,312.50		\$ 1,312.50
Concrete Slab	5873	SF	\$38	\$ 223,183.41			\$ 111,591.70		\$ 111,591.70		\$ 111,591.70
Signage		Ea	\$185	\$ -			\$ -		\$ -		\$ -
Traffic Coating	5873	SF	\$8	\$ 46,985.98			\$ 23,492.99		\$ 23,492.99		\$ 23,492.99
Access control	0	Ea	\$750	\$ -			\$ -		\$ -		\$ -
Lighting	50	Ea	\$475	\$ 23,750.00			\$ 11,875.00		\$ 11,875.00		\$ 11,875.00
Fire suppression	5873	SF	\$3	\$ 17,619.74			\$ 8,809.87		\$ 8,809.87		\$ 8,809.87
FA Alarming	5873	SF	\$4	\$ 20,556.37			\$ 10,278.18		\$ 10,278.18		\$ 10,278.18
Paint	5873	SF	\$2	\$ 12,627.48			\$ 6,313.74		\$ 6,313.74		\$ 6,313.74
P1 DRIVE AISLES	12244				\$ 643,996.43	50%		50%			
Sanitary Piping	722	LF	\$27	\$ 19,433.25			\$ 9,716.63		\$ 9,716.63		\$ 9,716.63
Garage Drain	11	Ea	\$865	\$ 9,509.50			\$ 4,754.75		\$ 4,754.75		\$ 4,754.75
Concrete Slab	12244	SF	\$38	\$ 465,272.00			\$ 232,636.00		\$ 232,636.00		\$ 232,636.00
Structural Support for GI	6	CY	\$1,160	\$ 6,874.07			\$ 3,437.04		\$ 3,437.04		\$ 3,437.04
Signage		Ea	\$185	\$ -			\$ -		\$ -		\$ -
Seal coating	12244	SF	\$1	\$ 6,122.00			\$ 3,061.00		\$ 3,061.00		\$ 3,061.00
Access control		Ea	\$11,000	\$ -			\$ -		\$ -		\$ -
Lighting	65	Ea	\$475	\$ 30,875.00			\$ 15,437.50		\$ 15,437.50		\$ 15,437.50
Fire suppression	12244	SF	\$3	\$ 36,732.00			\$ 18,366.00		\$ 18,366.00		\$ 18,366.00
FA Alarming	12244	SF	\$4	\$ 42,854.00			\$ 21,427.00		\$ 21,427.00		\$ 21,427.00
Paint	12244	SF	\$2	\$ 26,324.60			\$ 13,162.30		\$ 13,162.30		\$ 13,162.30
P1 GARAGE UTILITY RMS (GSF)	1263	SF				10.0%		90%			
Concrete Slab	1263	SF	\$38	\$ 47,994.00			\$ 4,799.40		\$ 43,194.60		\$ 43,194.60
Walls	2132	SF	\$40	\$ 85,292.91			\$ 8,529.29		\$ 76,763.62		\$ 76,763.62
Doors & Hdw	4	Ea	\$1,950	\$ 7,800.00			\$ 780.00		\$ 7,020.00		\$ 7,020.00
Signage	4	Ea	\$185	\$ 740.00			\$ 74.00		\$ 666.00		\$ 666.00
Seal coating	1263	SF	\$1	\$ 631.50			\$ 63.15		\$ 568.35		\$ 568.35
Access control		Ea	\$750	\$ -			\$ -		\$ -		\$ -
Lighting	8	Ea	\$475	\$ 3,800.00			\$ 380.00		\$ 3,420.00		\$ 3,420.00
Fire suppression	1263	SF	\$3	\$ 3,789.00			\$ 378.90		\$ 3,410.10		\$ 3,410.10

FA Alarming	1263	SF	\$4	\$	4,420.50			\$	442.05		\$	3,978.45		\$	3,978.45	
Paint	1263	SF	\$2	\$	2,715.45	\$	157,183.36		\$	271.55		\$	2,443.91		\$	2,443.91
SHAFTS (P2-Mezz)		SF													\$	-
Shaft Wall	7608	SF	\$50	\$	380,399.64			50%	\$	190,199.82	50%	\$	190,199.82		\$	190,199.82
Louvers	16	Ea	\$850	\$	13,600.00	\$	393,999.64	50%	\$	6,800.00	50%	\$	6,800.00			
C5 CISTERN determine actual %	292	CY	\$950	\$	277,376.10	\$	277,376.10	50%	\$	138,688.05	50%	\$	138,688.05		\$	138,688.05
P2 GARAGE UTILITY RMS	562	SF						50%			50%					
Concrete Slab	562	SF	\$38	\$	21,356.00				\$	10,678.00		\$	10,678.00		\$	10,678.00
Walls	625	SF	\$40	\$	24,982.06				\$	12,491.03		\$	12,491.03		\$	12,491.03
Doors	3	Ea	\$1,950	\$	5,850.00				\$	2,925.00		\$	2,925.00		\$	2,925.00
Signage		Ea	\$185	\$	-				\$	-		\$	-		\$	-
Seal coating	562	SF	\$1	\$	281.00				\$	140.50		\$	140.50		\$	140.50
Access control		Ea	\$750	\$	-				\$	-		\$	-		\$	-
Lighting	2	Ea	\$475	\$	950.00				\$	475.00		\$	475.00		\$	475.00
Fire suppression	562	SF	\$3	\$	1,686.00				\$	843.00		\$	843.00		\$	843.00
FA Alarming	562	SF	\$4	\$	1,967.00				\$	983.50		\$	983.50		\$	983.50
Paint	562	SF	\$2	\$	1,208.30	\$	58,280.36		\$	604.15		\$	604.15		\$	604.15
SHARED ELEVATOR & LOBBY	393	SF						0%			100%					
Concrete Slab	393	SF	\$38	\$	14,934.00				\$	-		\$	14,934.00		\$	14,934.00
Walls	952	SF	\$40	\$	38,062.52				\$	-		\$	38,062.52		\$	38,062.52
Doors	3	Ea	\$1,950	\$	5,850.00				\$	-		\$	5,850.00		\$	5,850.00
Signage		Ea	\$185	\$	-				\$	-		\$	-		\$	-
Flooring	393	SF	\$13	\$	5,109.00				\$	-		\$	5,109.00		\$	5,109.00
Access control	1	Ea	\$750	\$	750.00				\$	-		\$	750.00		\$	750.00
Lighting	3	Ea	\$475	\$	1,425.00				\$	-		\$	1,425.00		\$	1,425.00
Fire suppression	393	SF	\$3	\$	1,179.00				\$	-		\$	1,179.00		\$	1,179.00
FA Alarming	393	SF	\$4	\$	1,375.50				\$	-		\$	1,375.50		\$	1,375.50
Paint	393	SF	\$2	\$	844.95				\$	-		\$	844.95		\$	844.95
Elevator Stop	1	Ea	\$35,000	\$	35,000.00	\$	104,529.97		\$	-		\$	35,000.00		\$	35,000.00
STAIRS	2359	SF						50%			50%					
Stair A- P1 - P2	438	SF														
Shaft Walls	1842	SF	\$50	\$	92,085.18				\$	46,042.59		\$	46,042.59		\$	46,042.59
Risers	4	Flights	\$12,000	\$	48,000.00				\$	24,000.00		\$	24,000.00		\$	24,000.00
Railing	4	Flights	\$3,000	\$	12,000.00				\$	6,000.00		\$	6,000.00		\$	6,000.00
Electric Fixtures	3	Ea	\$475	\$	1,425.00				\$	712.50		\$	712.50		\$	712.50
HVAC	438	SF		\$	-				\$	-		\$	-		\$	-
Fire suppression	438	Sf	\$3	\$	1,314.00				\$	657.00		\$	657.00		\$	657.00
Fire Alarm	438	SF	\$4	\$	1,533.00				\$	766.50		\$	766.50		\$	766.50
Doors & Hdw	2	Ea	\$1,950	\$	3,900.00				\$	1,950.00		\$	1,950.00		\$	1,950.00
Paint	438	SF	\$2	\$	941.70	\$	161,198.88		\$	470.85		\$	470.85		\$	470.85
Stair C - P1 - P2	438	SF														
Shaft Walls	1842	LF	\$50	\$	92,075.27				\$	46,037.64		\$	46,037.64		\$	46,037.64
Risers	2	Flights	\$12,000	\$	24,000.00				\$	12,000.00		\$	12,000.00		\$	12,000.00
Railing	2	Flights	\$3,000	\$	6,000.00				\$	3,000.00		\$	3,000.00		\$	3,000.00
Electric Fixtures	3	Ea	\$475	\$	1,425.00				\$	712.50		\$	712.50		\$	712.50
HVAC	438	SF		\$	-				\$	-		\$	-		\$	-
Fire suppression	438	SF	\$3	\$	1,313.72				\$	656.86		\$	656.86		\$	656.86
Fire Alarm	438	SF	\$4	\$	1,532.67				\$	766.34		\$	766.34		\$	766.34
Doors & Hdw	2	Ea	\$1,950	\$	3,900.00				\$	1,950.00		\$	1,950.00		\$	1,950.00
Paint	438	SF	\$2	\$	941.50	\$	131,188.16		\$	470.75		\$	470.75		\$	470.75

Water room piping & pumps	1	Ls	\$30,000.00	\$30,000							
Water/fire services	2	Ea	\$25,000.00	\$50,000							
Sanitary Lateral	50	LF	\$650.00	\$32,500							
Manhole	1	Ea	\$15,000.00	\$15,000							
Grease trap	1500	Gal	\$75.00	\$112,500							
					\$321,810	100%	\$321,810.03			\$321,810.03	
SUBTOTAL				\$ 16,885,266.27	\$ 16,885,266.27		\$ 3,725,541.71		\$ 13,159,724.56	\$ 1,462,659.91	\$ 2,544,174.44
GC'S & FEE											
TOTAL				\$ 16,885,266.27	\$ 16,885,266.27					\$ (1,081,514.53)	

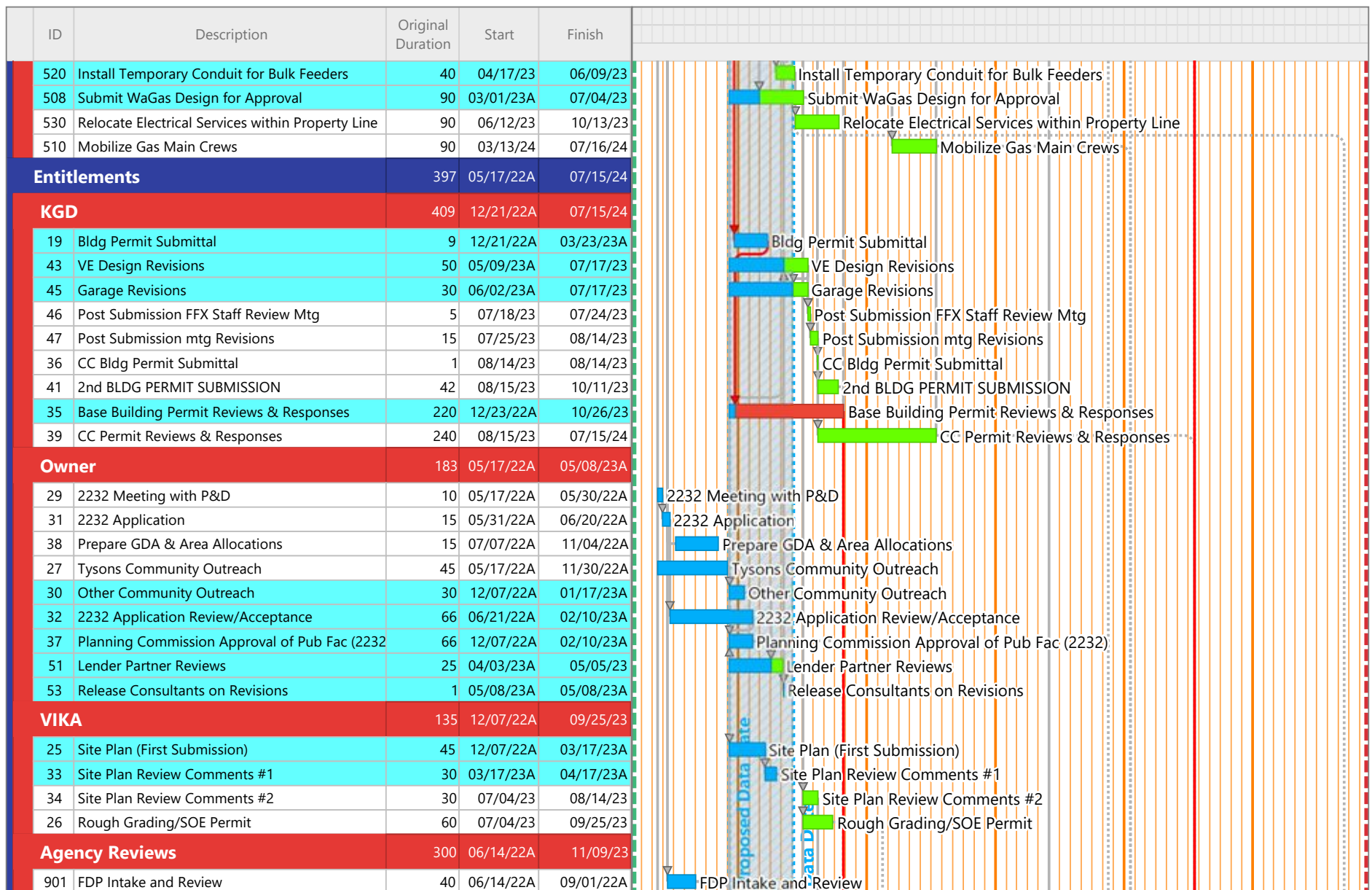
EXHIBIT E
DEVELOPMENT SCHEDULE



Start Date: 03/12/22
 Finish Date: 11/19/27
 Data Date: 06/06/23

DSQ DEVELOPMENT SCHEDULE

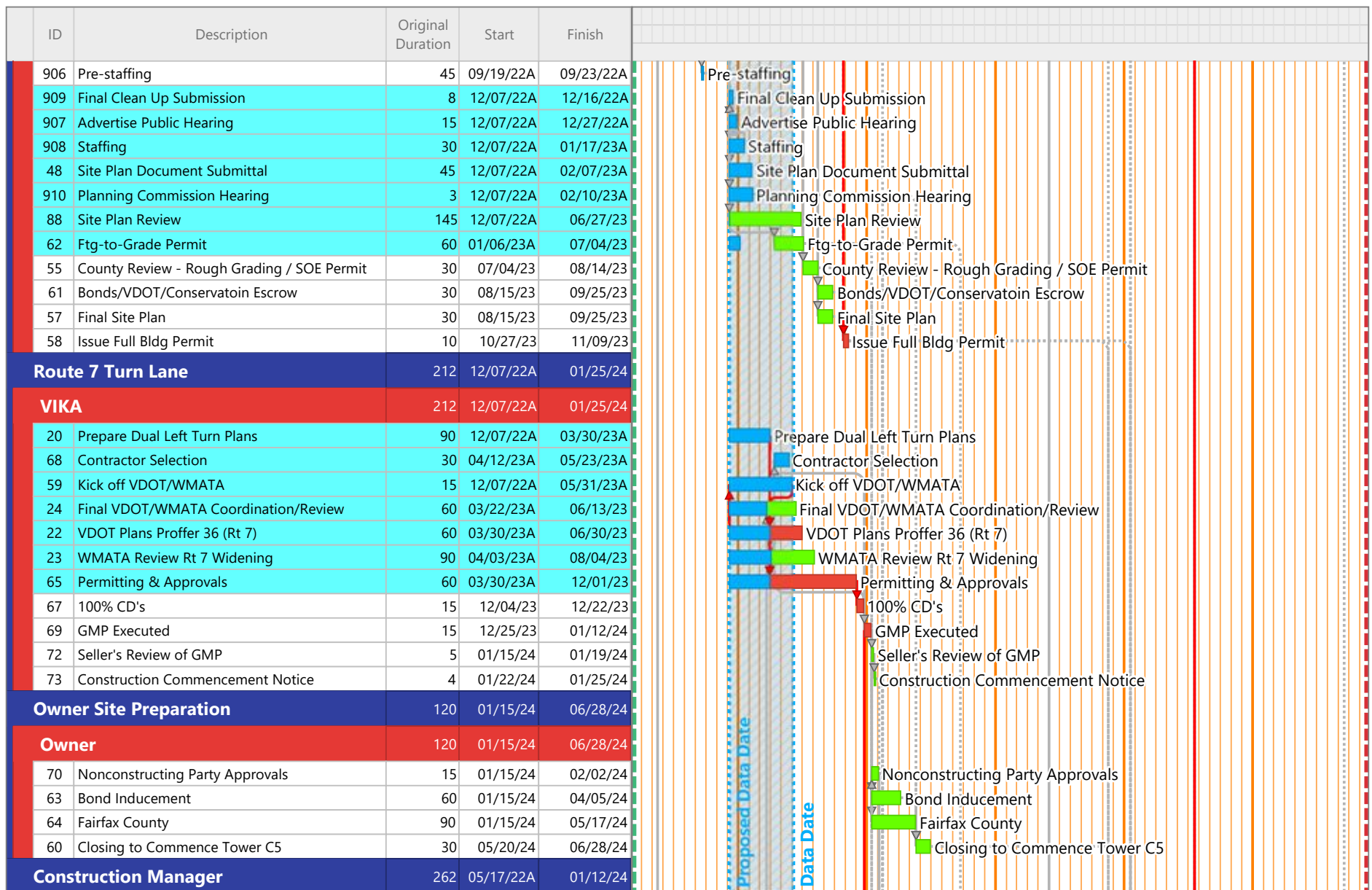




Start Date: 03/12/22
 Finish Date: 11/19/27
 Data Date: 06/06/23

DSQ DEVELOPMENT SCHEDULE

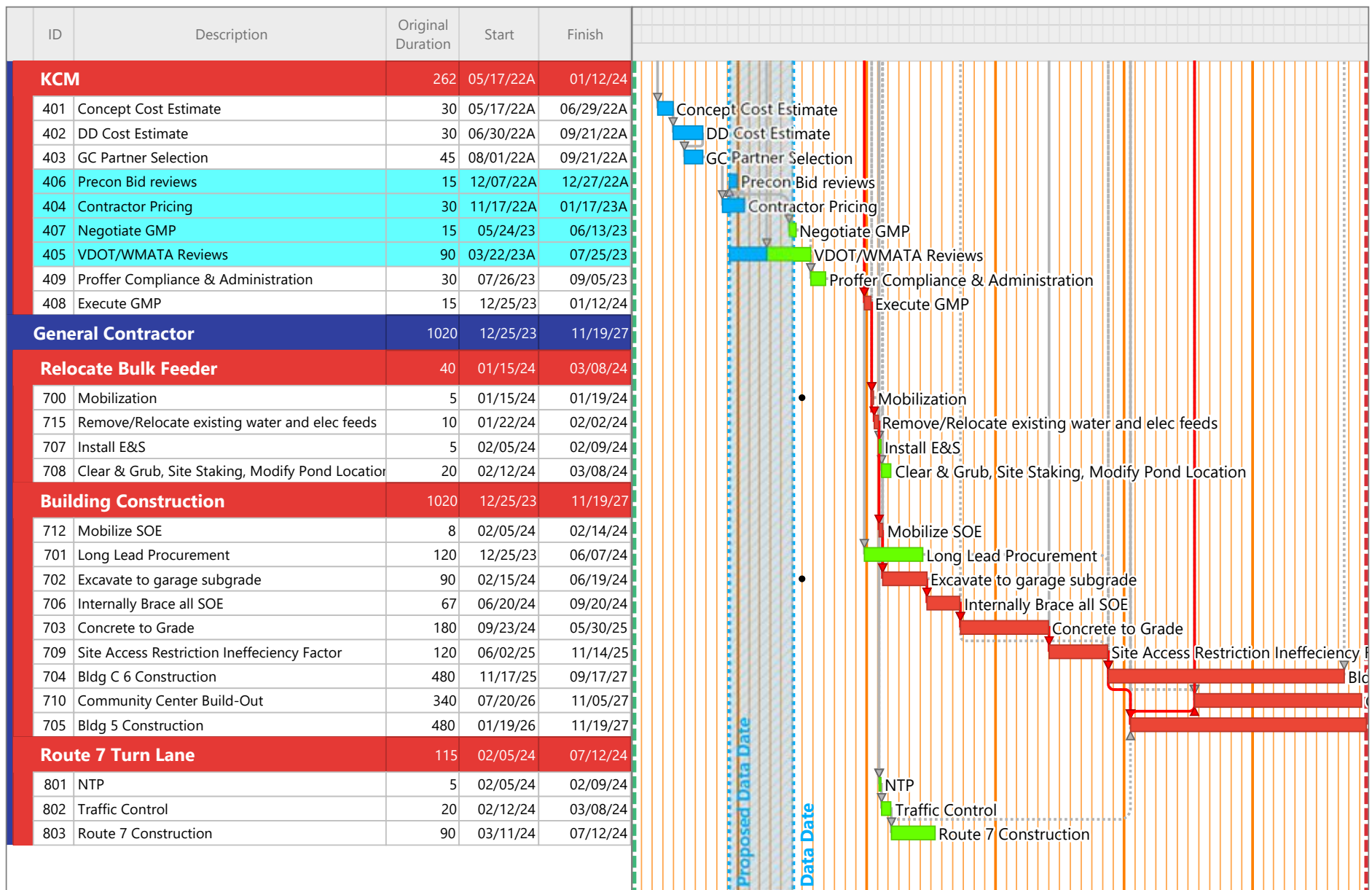




Start Date: 03/12/22
 Finish Date: 11/19/27
 Data Date: 06/06/23

DSQ DEVELOPMENT SCHEDULE





Start Date: 03/12/22
 Finish Date: 11/19/27
 Data Date: 06/06/23

DSQ DEVELOPMENT SCHEDULE



EXHIBIT F
FORM OF A/E AGREEMENT

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1
ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

- 1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and the architect's consultants, as more specifically enumerated in Articles 2 of this Agreement and any other services included in the Attachments.
- 1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Owner shall submit a schedule for the performance of the Architect's services, which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the project schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 NOT USED

ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

- 2.1.1 The Architect's basic services shall consist of a Space Programming, Existing Conditions Assessment, Schematic Design Phase, Design Development Phase, Construction Documents Phase, as described in detail in the paragraphs below. The basic services shall also include structural, mechanical, plumbing, electrical, basic services for sustainable development (refer to Section 2.13), and all directly related design services and coordination, any other services included as part of the Architect's Scope of Basic Services. Owner will carry Civil, Dry Utility Consultant, Construction Manager (cost consultant) and Value Engineering services. Any Additional special services required such as Heating and Air Conditions (HVAC) Commissioning and Peer Review will be carried out by the Owner.
- 2.1.2 The Architect is obligated under this contract to prepare all drawings and specifications, as defined herein, and in compliance with all applicable County, State, and Federal codes and in such a manner that will enable the securing of applicable permits.

All new construction, alterations and physical changes to facilities must comply with 28 Code of Federal Regulations Part 35.151, as detailed in the Department of Justice Title II ADA Regulations and the 2010 ADA Standards for Accessible Design. New construction and alterations to street level intersections of pedestrian walkways with streets, roads and highways must provide sloped surface or curb cut ramps that comply with the 2012 Virginia Construction Code (VCC) and the ICC/ANSI A117.1-2009 Standard-or the 2010 ADA Standards for Accessible Design (*rev. 4-13-11*).

Compliance with these codes should be considered minimum standards and the Architect shall design the project to produce a functionally efficient, durable quality, and energy conserving facility.

- 2.1.3 The Architect shall include all interior, exterior and site signage in the design documents, as directed.
- 2.1.4 The Architect shall be reasonably available to the Owner for consultation, meetings or site visits on a daily basis during the Owner's normal work week.
- 2.1.5 The Architect shall serve as recording secretary of all meetings of the Architect, the Owner, and the Using Agency. The Architect shall provide a complete written summary of such meetings to the Project Manager within five (5) working days.
- 2.1.6 Total Development Cost established in Exhibit D of the Development Agreement is based on an approximately 32,000 SF Community Center building area, plus 140 parking spaces, exterior courtyard, and shared common spaces, and shall remain fixed unless changed by amendment. The Construction Cost also includes a finished building area, site work, utilities, accessibility, interior finishes, basic A/V systems, security systems, IT access pathways, and escalation to the construction period per the project schedule. The Construction Cost includes systems furniture, and excludes IT cabling and systems, loose furniture, and non-durable, loose equipment.
- 2.1.7 The Architect shall, without additional fee, correct or revise the drawings, specifications, and/or other materials furnished under this contract, if the Owner finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible within the Standard of Care.
- 2.1.8 The Architect shall not change or replace the designated Project Manager without input from the Owner. The Owner reserves the right to reject an unsatisfactory Project Manager. The selection of the new Project Manager will be based on relevant project management experience and background on similar projects.
- 2.1.9 The Architect shall prepare the design and construction documents in a manner that allows for permitting and construction of the Base building core and shell components separate from the Interior fit-out of the project.

2.2 SPACE PROGRAM REPORT (POR)

- 2.2.1 The Architect shall develop a detailed space program report, entitled the Program of Requirements (POR) in conjunction with the County to ensure that all required elements for the facility have been identified. The POR shall reflect subtotals and totals for net square footage and gross square footage of program space, and clearly reflect all grossing factors. Space programming must adhere to County space programming standards included in the Guidelines for Architects and Engineers accessible at: <https://www.fairfaxcounty.gov/publicworks/guidelines-architects-and-engineers>
- 2.2.2 The Architect shall coordinate the POR with the County's space programming standards for comparable County facilities to assure consistency.
- 2.2.3 The Architect shall make such modifications, as are necessary and approved by the Owner, to the POR prior to the start of Schematic Design. Revisions to the POR beyond the Schematic Design deliverable shall be treated as additional services.
- 2.2.4 The Architect shall meet with the Using Agency as required to refine the program and establish specific spaces and relationships.
- 2.2.5 NOT USED
- 2.2.6 NOT USED
- 2.2.7 The Architect shall prepare, for Owner and Using Agency's approval, a POR, that identifies all spaces, functions, adjacencies, and square foot area for each of the spaces. The POR shall be presented in written form as mutually agreed upon. PDF copies of the draft report and final report shall be submitted to the Owner and Using Agency.

Space Program / Existing Conditions Assessment Phase Deliverables:

Space Program Report (POR)	Space Program Report (POR): <ul style="list-style-type: none">▪ Space allocations matrix▪ Breakdown of net space and gross space, including clear delineation of all grossing factors utilized▪ Adjacency diagrams▪ List of infrastructure, fixed equipment and furniture, built-ins and unique features required in each space▪ Final programming report
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2.3 SCHEMATIC DESIGN (11/04/2022 Set)

- 2.3.1 The Architect, based on the approved POR and Existing Conditions Assessment (Building & Site), shall prepare for the Owner's approval, design documents for Conceptual Design for building and site. The Conceptual Design shall include site plan,

floor plan, colored elevations, and perspective drawings, and other conceptual level graphic drawings as required clearly depicting the character and form of the building.

2.3.2 NOT USED

2.3.3 NOT USED

2.3.4 The Architect shall meet with Fairfax County staff to present the Conceptual Design and such meetings shall include meeting the Owner's Architectural Peer Review Committee and other meetings, as required, to attain consensus on the Conceptual Design.

2.3.5 The Architect shall register the project with the United States Green Building Council (USGBC) as a Leadership in Energy and Environmental Design (LEED) project, and Fairfax County shall be registered as the Owner. LEED administrative costs for registration and applications for certification shall be included as part of the direct costs for the project.

2.3.6 The Architect shall include in the Schematic Design documents an outline of specifications tailored to the project, describing major building systems and materials.

2.3.7 The Architect shall work with the Owner to submit to the Using Agency a Statement of Probable Construction Cost prepared by an independent cost consultant in the Construction Specifications Institute's (CSI) 50 Division format, based on the schematic level of project plans and specifications. The Architect and Owner shall agree on Schematic Design documents such that the Statement of Probable Cost is consistent with the contractual Construction Cost. The cost estimate shall clearly identify the cost of the new building scope or work and building renovation scope of work.

2.3.8 The Architect shall fully comply with the Public Facilities Manual, Comprehensive Plan, Zoning Ordinance, the Virginia Uniform Statewide Building Code (VUSBC), and all other regulatory requirements including the Americans with Disabilities Act Accessibility Guidelines and the 2018 Virginia Construction Code (VCC) and the ICC/ANSI A117.1-2009 applicable or as approved by the Authority Having Jurisdiction to the selected schematic design, and shall meet with County Code and Zoning officials, and the Virginia Department of Transportation (VDOT) as required to account for design issues, review comments, and other evaluations/value engineering considerations.

2.3.9 The Architect shall meet with the Owner and Using Agency to review the schematic design and the alternate mechanical systems under consideration, and identify system alternatives and the recommended system(s).

2.3.10 The Architect shall make modifications, as required by the Owner, to the selected Schematic Design documents, and shall include the actual space program square footages as part of the final Schematic Design submittal.

2.3.11 The Architect shall prepare an Energy Model of the approved schematic design using eQuest, Trane Trace, or DOE-2 or other pre-approved equivalent.

- 2.3.11.1 Optimization of Energy Efficient Building Envelope
Evaluate building envelope components using the energy model to optimize the building envelope. Establish a lighting power density target for the evaluation. The evaluation may include, but is not limited to the following: glazing selections, wall/roof types, roof reflectivity, shading, building orientation, and glazing percentage. The evaluation will include life cycle cost analysis to balance energy use and first cost over the life of the building. Provide a summary of life cycle cost analysis.
- 2.3.11.2 Selection of Energy Efficient HVAC System
Evaluate three different HVAC systems using the optimized building envelope and prepare a life cycle cost analysis. All analysis shall use current Fairfax County prevailing utility rates with an appropriate escalation factor. Provide a summary of all HVAC options and results of life cycle cost analysis.
- 2.3.11.3 Determination of LEED Points for Energy Efficiency
Use the optimized building envelope and selected HVAC system to determine the LEED points for energy efficiency. Provide a summary of the LEED analysis that includes all assumptions and inputs used in the analysis for both the LEED baseline and the design case including the schedule of operations for major loads such as ventilation, lighting, plug loads, cooling, and heating.
- 2.3.12 The Architect shall meet with the project stakeholders to evaluate options for sustainable design under the LEED Green Building process, including Low Impact Development options, and shall complete a LEED v4 scorecard and other appropriate documentation.
- 2.3.13 NOT USED
- 2.3.14 The Architect shall attend comment review meetings with the County Project Manager to review and resolve all Schematic Design review comments.
- 2.3.15 The Architect shall participate in Community meetings and presentations and respond to feedback or comments, as required; and shall make appropriate modifications to the Schematic Design, as agreed upon by the County.
- 2.3.16 NOT USED

Schematic Design Phase Deliverables:

Schematic Design	<p>Conceptual Design Alternatives</p> <ul style="list-style-type: none"> ▪ Site plans, floor plans, elevations, preliminary phasing, and perspective (w/color) <p>Schematic Design</p> <ul style="list-style-type: none"> ▪ Table of programmed space size vs. actual space size (POR) ▪ Index of all plan sheets to be used ▪ Building floor plans, elevations, sections and roof plans, and site plans and updated perspective views (with color)
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	<ul style="list-style-type: none"> ▪ Outline specifications in 50 Division Construction Specifications Institute (CSI) format ▪ Other specifics to explain the building and site design intent & proposals ▪ Fixed equipment and furniture plan ▪ Descriptive overview of proposed major building systems and equipment, and options for systems and equipment. ▪ Summary of all building envelope options considered and results of life cycle cost analysis. ▪ Summary of HVAC options and results of life cycle cost analysis. ▪ Summary of the LEED analysis for energy efficiency ▪ Updated Project Schedule provided by Owner ▪ Independent Construction Cost Estimate provided by Owner ▪ LEED v4 scorecard and verification of registration in Fairfax County's name ▪ Plans in PDF format
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2.4 DESIGN DEVELOPMENT (01/30/2023 Set)

- 2.4.1 Based on the Owner's approval of any adjustments to the schematic documents, the Architect shall prepare for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
- 2.4.2 The Architect shall prepare outline specifications setting forth the basic requirements of the facility, which shall include catalog cuts of basic systems and equipment. The Architect shall prepare systems furniture layout plans, loose furniture layout plans, an inventory list of loose and systems furniture based on preferred County contract options.
- 2.4.3 NOT USED
- 2.4.4 The Architect shall schedule and attend a pre-submission meeting with LDS for the building plans.
- 2.4.5 The Architect shall ensure that site plan documents include all applicable zoning, paving, drainage, wetlands limits, flood plain boundaries, grading, accessible route(s) for the disabled, ground water control, roads, curbs, utilities, landscaping, construction phasing for erosion and sediment control, and any other required project feature.
- 2.4.6 The Architect shall provide for one on board progress review meeting with the County Project Manager and Using Agency at the midpoint of the Design Development phase.
- 2.4.7 The Architect shall update the Energy Model for the project to reflect the Design

Development Documents. Identify and provide to the Owner a summary of any additional Energy Conservation Measures (ECM's). The ECM's shall be reviewed to determine which additional ECM's to analyze for the project.

- 2.4.8 The HVAC Commissioning and Peer Review Consultant shall review the Design Development documents and prepare written comments for submittal directly to the Owner. The Architect shall address all technical and quality control comments, which are identified by the HVAC Commissioning and Peer Review Consultant.
- 2.4.9 The Architect shall coordinate with appropriate Fairfax County agencies to determine the actual building occupant loads, and the actual occupancy patterns. The HVAC systems shall provide ventilation levels per the International Mechanical Code with modifications for "intermittent or variable occupancy" as allowed by Fairfax County LDS (letter to industry 05-02). HVAC cooling equipment shall be sized based upon the actual occupant load levels anticipated in the facility based on coordination with the Owner and the Using Agency. Cooling equipment shall not be unreasonably oversized due to the effects of using calculations for theoretical occupant loads, safety factors, assumed duct leakage, or selection of next higher size equipment.
- 2.4.10 The Architect shall work with Owner to have the Statement of Probable Cost updated by the independent cost estimator and submit the detailed update to the Using Agency in CSI format. The cost estimate shall clearly identify the cost of the new building scope of work.
- 2.4.11 The Architect shall make such adjustments as are necessary in the project plans and specifications to conform to the limits of the Construction Cost as determined and shall cooperate and coordinate with the Owner in identifying and resolving issues for Value Engineering cost reductions as noted in 2.5.10.
- 2.4.12 NOT USED
- 2.4.13 The Architect shall attend a comment review meeting with the Project Manager to review and resolve all Design Development review comments.
- 2.4.14 The Architect shall prepare and submit detailed plans and sections showing the mechanical and electrical room layouts, including equipment, piping and ductwork. Plans and sections must demonstrate adequate access and clearances for maintenance.
- 2.4.15 The Architect shall continue to facilitate the LEED design process, submit the updated score sheet, and compile appropriate documentation.

Design Development Phase Deliverables:

Design Development	<ul style="list-style-type: none"> ▪ Index of all plan sheets to be used ▪ Building floor plans, elevations, sections, roof plans, phasing plans, and site plans & details and updated perspective views (with color) ▪ Basic Mechanical, Electrical and Plumbing (MEP) plans
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	<ul style="list-style-type: none"> ▪ Outline specifications ▪ Detailed description of major building systems & equipment not defined by plans and outline specs ▪ Summary any additional Energy Conservation Measures (ECM's) and the corresponding life cycle analysis ▪ Initial HVAC Equipment, Door Hardware, Finish, and Electric Panel Board schedules ▪ Interior layout plan w/ loose & fixed furniture & equipment ▪ Fixed Furniture and Equipment (FF&E) outline specifications ▪ Loose furniture list and outline specifications as applicable ▪ Updated life-cycle cost analysis for selected mech. system, and for any alternative systems or elements still under consideration ▪ HVAC Peer Review and Commissioning review comments ▪ Updated project design schedule provided by Owner ▪ Completed QC checklists and "marked-up" QC review plans with the submittal ▪ LEED v4 Scorecard ▪ Updated, Independent Construction Cost Estimate provided by Owner ▪ Plans in PDF format
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2.5 VALUE ENGINEERING in coordination with Owner

- 2.5.1 Owner shall enter into a contract with a Certified Value Specialist (CVS) for performing a Value Engineering (VE) analysis at the completion of the Design Development phase. The VE work shall be performed as a **NTE** contract element.
- 2.5.2 The VE analysis shall consist of a 3-day workshop conducted by the CVS in coordination with Fairfax County DPW Staff.
- 2.5.3 The Owner shall provide the independent cost estimate, specifications, and the DD set to the VE Team for their use.
- 2.5.4 The Architect and Consultants shall present an overview of the project to the VE team at the start of the VE session.
- 2.5.5 The Architect and Consultants shall attend a presentation meeting by the Using Agency on the VE team's recommendations. The VE team and Using Agency shall include visual aids as part of the presentation. The CVS shall forward the spreadsheet summarizing all VE recommendations to the Owner, in the Owner's specified format, within two business days of the VE Study completion.
- 2.5.6 The Architect shall provide the Architect's and Consultants' comments on the VE Report to the Owner within seven calendar days of receipt of the report.
- 2.5.7.1 The evaluation of the Value Engineering Report shall include an analysis of any ECM's recommendations or changes to the established optimized building envelope or selected energy efficient HVAC system.

- 2.5.7 The CVS shall submit a final VE Report to the owner within seven calendar days of the resolution meeting.
- 2.5.10 The Architect shall implement all final VE recommendations accepted by the Owner into the project design.
- A. Additional service fees may be considered for the effort required to address approved VE proposals if the approved item: 1) is a change to design information previously accepted at the Schematic Design phase; 2) is a change to the basic scope of work for the project; or 3) requires a significant revision to the basic scope of the Architect's design services as contemplated in the design contract.
- B. Additional service fees will not be considered for VE items that are 1) Within the scope of the project and design contract, 2) Related to information shown on DD drawings for the first time and, 3) required to bring the project within the Fixed Construction Cost.

2.6 CONSTRUCTION DOCUMENTS

- 2.6.1 Based on the approved Design Development documents, the agreed upon VE recommendations, any further refinements in the scope or quality of the project, and any adjustments to the project budget authorized by the Owner, the Architect shall prepare for approval by the Owner, Construction Documents consisting of drawings and specifications setting forth, in detail, the requirements for construction of the project which are in compliance with all federal, state, and County codes. Plans and specification submitted to the Owner shall reflect all applicable regulatory requirements and the County Guidelines for Architects and Engineers.
- 2.6.2 NOT USED
- 2.6.3 The Architect shall submit to the Owner, to obtain approval of, and secure any and all required permits including, but not limited to Building and Site Plan permits from LDS, VDOT permits and any permits or approvals from any other County agency or Authority such as Fire and Rescue Department, the Health Department or the Water Authority, including any required demolition permits. The Architect shall provide prints of documents required for the VDOT, and LDS site and building permit review and approval. The Architect shall submit the site plans to the Owner to submit to LDS for permit review immediately after resolution of VE recommendations, or immediately after completion of the Design Development Phase if no VE Phase is required. The Architect shall submit the building plans for LDS permit review at 75% Construction Document stage.
- 2.6.4 NOT USED
- 2.6.5 NOT USED

2.6.6 NOT USED

- 2.6.7 The Architect shall schedule and attend post-submission meetings with LDS for building permit reviews.
- 2.6.8 The Architect shall respond in writing to all Owner and Using Agency review comments at various stages through design and construction document development, and shall keep the Project Manager advised of progress and completion of reviews.
- 2.6.9 The Architect shall prepare and present three interior design options to the Owner and Using Agency, including wall, floor, and ceiling finishes, millwork, and loose and systems furniture. Based on the accepted interiors option, the Architect shall prepare and submit the project Color Board to the Using Agency. The Architect shall also coordinate with the Owner and Using Agency on recommendations for loose furniture selections, which shall be reviewed by the Project Manager. The Architect shall coordinate floor plans, clearance, and IT and electrical wiring with the systems furniture product.
- 2.6.10 The Architect shall review the detailed systems furniture drawings prepared by the Using Agency's systems furniture vendor, and sign and seal the systems furniture drawings prepared by others. The Architect shall return the signed and sealed systems furniture drawings to the Owner, and the Owner shall process for permit approval.
- 2.6.11 The Architect shall update the floor plan layouts for systems furniture and loose furniture, and make corresponding updates to the inventory list of loose furnishings and the loose furniture cost estimate. Note: All loose furniture is to be procured by the Using Agency, separate from the construction contract for the base building project.
- 2.6.12 The Architect shall coordinate with the Owner and Using Agency for approval of the design interior and exterior building signage, and shall incorporate all site, and interior and exterior building signage in the design documents. Permitting of the exterior signage will be addressed by the Owner's General Contractor.
- 2.6.13 Owner shall obtain an updated, independent construction cost estimate in the specified CSI format prepared by an independent estimator at the GMP and Issue for Construction stages of the project. The Architect shall review the estimates and submit comments to the Owner. If the construction cost estimate exceeds the Construction Cost, the Architect shall provide the Owner with a written evaluation that includes recommended alternatives for bringing the project cost back within the Construction Cost. The cost estimate shall clearly identify the cost of the new building scope of work.
- 2.6.14 The Architect shall submit complete sets of documents, including: Specifications and Plans to the Owner at the 50% CD stage (50% CD's) for County review. The Architect shall continue working on the CD's during this 50% CD review by the County. The County will provide any review comments to the Architect within 10 business days of receipt of the 50% CD's. The County will provide notice to the Architect within 10 business days of receipt of CD submissions of specific components, if any, requiring additional review time or Using Agency coordination.

- 2.6.15 The Architect shall provide for two coordination meetings with the Owner and Using Agency during development of the CD's, one on board progress review meeting with the County Project Manager to review the Using Agency's 50% CD review comments, and a coordination meeting with the Project Manager approximately one month prior to submission of the Issue for Construction Set.
- 2.6.16 NOT USED
- 2.6.17 One month prior to the scheduled submittal of the Issue for Construction Set, the Owner and Using Agency will meet with the Architect to review the progress of work on the CD's, and the progress of required quality control and coordination work to verify that the Issue for Construction Documents meet the Owner and Using Agency's requirements for completeness and quality control. The Architect shall present the progress Issue for Construction Documents to the Owner at this meeting.
- 2.6.18 The Architect shall provide for a GMP plan review meeting with the Project Manager after the receipt of all non-LDS County review comments, and shall incorporate responses to all review comments into the Issue for Construction documents. The Architect shall reconcile all LDS permit review comments and all quality control review comments into the Issue for Construction documents.
- 2.6.19 The HVAC Commissioning and Peer Review Consultant shall review the GMP set, including the points list and the sequences of operations and prepare written comments for submittal directly to the Owner. The Architect shall address all technical and quality control comments, which are identified by the HVAC Commissioning and Peer Review consultant in the Issue for Construction documents.
- 2.6.20 The Architect will update the Energy Model for the project to reflect all final design decisions.
- 2.6.20.1 The revised Energy Model shall be acceptable to USGBC- LEED when submitted for approval.
- 2.6.20.2 The Architect shall submit to the Owner and Using Agency the final energy analysis showing the predicted electrical and gas usage (BTU's) for the project. The final energy model is to provide a prediction of the first year actual electrical and gas energy consumption. It is the County's expectation that the model/predicted consumption will be within 10% of the actual first year energy consumption.
- 2.6.20.3 NOT USED
- 2.6.21 The Architect shall compile all available LEED project documentation, and submit to USGBC for design phase approval of all LEED points that can be approved at this stage. The Architect shall provide a copy of the design phase LEED submittal package to the Owner and Using Agency.

2.6.22 The Architect shall provide ¼” scale Mechanical and Electrical Room layout plans including equipment, piping, and ductwork for all mechanical areas to ensure appropriate access and clearances for the equipment specified as the basis of design and other manufacturers listed as acceptable in the specifications.

2.6.23 NOT USED

2.6.24 NOT USED

2.6.25 The Architect shall certify that, to the best of the Architect’s knowledge, information and belief that the Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project, were designed in accordance with all applicable professional and architectural standards.

2.6.26 The Architect, shall provide to the Owner, for reproduction or other use by the County:

- Original drawings appropriately signed, sealed and dated on every drawing sheet;
- Original specifications signed and sealed (dated on the Cover Page(s)) which reflect the requirements of the current Guidelines for Architects and Engineers;
- The latest updated estimate of probable construction cost by Owner.
- Copies of files each containing the Issue for Construction documents (including civil, architectural, structural, mechanical, electrical, and plumbing plans, and specifications). Drawing files shall be in AutoCAD (version 2007 or later) and PDF format and specifications shall be in PDF and MS Word.

Construction Document Phase Deliverables:

50% Construction Documents	<ul style="list-style-type: none"> ▪ Building and site plans and details ▪ Specifications ▪ Major Equipment list ▪ Sequence of Operations for HVAC systems & other major equipment ▪ HVAC controls points list ▪ Electrical and Plumbing line and riser diagrams ▪ HVAC Equipment, Door Hardware, & Electric Panel Board schedules ▪ Millwork, door and window details ▪ Structural beam and column schedules, and details ▪ Finish and interior/exterior signage schedules, and details ▪ Fixed furniture and equipment plans, specs and cost estimates ▪ Loose furniture plans and quantities list ▪ Final Easement Plats – (To be Delivered by Owner for Architect’s Review) ▪ Updated Project Schedule by Owner ▪ LEED v4 Scorecard ▪ ¼” scale Mechanical and Electrical Room layout plans including
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	equipment, piping and ductwork for all mechanical areas to show required access and clearances for the equipment specified as the basis of design and other manufacturers listed as acceptable in the specifications
Permit Documents	<ul style="list-style-type: none"> ▪ Approved (permitted) plans (Building Core and Shell, Interior Fit-out, and Systems Furniture as applicable) ▪ Easement plats (To be Delivered by Owner for Architect's Review) ▪ All permits, including Systems Furniture as applicable (copies)
GMP Bid Documents	<ul style="list-style-type: none"> ▪ All complete plans and specifications signed and sealed on bond ▪ FF&E and loose furniture plans ▪ Construction Set of plans and specifications
Issue for Construction Documents Set	<ul style="list-style-type: none"> ▪ Complete Plans ▪ Complete Specifications ▪ Issue for Construction Cost Estimate by Owner ▪ All required permits by Owner (Site, Building, etc.) ▪ Final furniture, fabric, color and other finish decisions will be provided in appropriate timeframe relative to time of Using Agency purchase to avoid additional work/services by the Architect ▪ Completed specifications ▪ Construction Schedule and Recommendation for Construction Duration by Owner ▪ Utility coordination information by Owner Consultant (plans, contacts) ▪ Updated Independent Construction Cost Estimate by Owner ▪ Complete Finish and interior/exterior signage schedules ▪ Materials and color samples, and two copies of color board(s) ▪ Updated Fixed furniture and equipment plans, specs and cost estimates. ▪ Updated loose furniture plans, specs and cost estimate ▪ List of warranty requirements from the specifications ▪ List of attic stock from specifications ▪ Updated Project Schedule by Owner ▪ Final energy analysis showing the predicted electrical and gas usage (BTU's) for the project ▪ HVAC Peer Review and Commissioning review comments and Architect's responses ▪ LEED v4 Scorecard ▪ Copies of electronic version plans in AutoCAD, Revit, and PDF format and specifications in PDF and MS Word format
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	▪

2.7 BID REVIEW

- 2.7.1 The Architect, following the Owner's approval of the Construction Documents and the latest updated estimate of Construction Cost, shall assist Owner, or its designated

Construction Manager, in reviewing the General Contractor's trade bids or negotiated proposals to finalize and execute the Guaranteed Maximum Price (GMP) contract for the project..

2.7.2 NOT USED

2.7.3 NOT USED

2.7.4 NOT USED

2.7.6 The Architect shall provide a general review of the Contractor's bids and verification of the Contractor's experience and references

2.7.7 NOT USED

Bid Phase Deliverables:

Bid Documents	<ul style="list-style-type: none">▪ All complete plans and specifications signed (original signature) and sealed on each page of drawings and on cover of specifications▪ FF&E and loose furniture plans▪ One copy of all plans in AutoCAD and PDF format and specifications in PDF and MS Word format▪ Construction Set of plans and specifications
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2.8 CONSTRUCTION ADMINISTRATION

2.8.1 The Architect shall be a representative to the Owner, and represent the Owner's interest during construction. The Architect shall have the authority to act on behalf of the Owner with the Owner's prior written approval unless otherwise modified by written instrument. The Architect shall advise and consult with the Owner on all instructions to be issued by the Architect to the Contractor.

2.8.2 The Architect's responsibility to provide Basic Services for the Construction Phase under the Owner-Architect Agreement commences with the award of the Contract for Construction by the Owner and terminates at the earlier of the approval by the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, except as provided for in Section 2.9.

2.8.3 NOT USED

2.8.4 Duties responsibilities and limitations of authority of the Architect shall not be restricted, modified, or extended without written agreement of the Owner and Architect.

- 2.8.5 The Architect shall provide on-site construction administration services as required and as agreed upon herein to ensure that the quality of construction is in conformance with the contract documents.
- 2.8.6 Subsequent to all building and site plan permit approvals and successful GMP contract execution, and prior to the Contractor's notice-to-proceed date, the Architect shall prepare and issue a Construction Set of documents for use by the Contractor and Owner that compiles all addendum issues and final permit review comments into a single coordinated set of plans and specifications as the comprehensive set of Construction Documents. The Construction Set shall include annotations to reflect the source of all changes to the format of the Permit Set/Bid Documents. This set will only be provided if requested by Owner.
- 2.8.7 The Architect shall issue PDF Contract Documents to the Contractor in electronic format. AutoCAD exports of the overall partition floor plans, overall RCP's, and overall elevations for the Issue for Construction set will be provided to the Contractor at one time shortly after Notice to Proceed, subject to Contractor's executing a release agreement with the Architect and its Consultants. No other digital data files will be made available to the Contractor.
- 2.8.8 The Architect shall assist the Owner in review and coordination of the systems furniture procurement, systems furniture permitting, systems furniture power and IT wiring, and coordination of systems furniture installation with the Contractor's base building work.
- 2.8.9 The Architect shall require of each of the engineering consultants sufficient time in proportion to their share of the facility design, to conduct field observations of the construction process and to recommend corrective action where deficiencies occur.
- 2.8.10 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing. The Architect shall monitor the progress and quality of the Work completed and determine if the Work is being performed in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to protect the Owner against defects and deficiencies in the Work. As described in Section 3.2, more extensive site representation may be agreed to as an Additional Service.
- 2.8.11 The Architect and his consultants are to provide field observations during the construction phase. The Architect shall submit reports to the Owner within three (3) business days of the observation. The Architect shall require of each of their engineering consultants sufficient time in proportion to their share of the facility design, to conduct field observations of the construction progress. The time required shall be sufficient to enable the consultant to determine whether the construction is in accordance with the design intent and plans and specifications for that portion of the work designed by the consultant, and to recommend corrective action where deficiencies occur

- 2.8.12 Upon completion of the Construction Phase, the Architect and each of the aforementioned consultants, will provide a statement, in duplicate, to the Owner and Using Agency attesting to the fact that:
- a. They have observed the construction progress.
 - b. They have observed that the equipment has been installed in accordance with the plans and specifications.
 - c. They have observed equipment operating tests, as applicable.
 - d. To the best of their knowledge, the construction has been performed in accordance with the plans and specifications.

Final payment to the Architect/Engineer will not be made prior to completion of this report.

- 2.8.13 The Architect shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 2.8.14 The Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 2.8.15 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall **not** communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.
- 2.8.16 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect, Owner's Construction Manager, and Using Agency shall review the amounts due the Contractor.
- 2.8.17 The Architect's review of the Contractor's Application for Payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Section 2.8.10 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. However, the review of a Certificate for Payment shall not be a representation that the

Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

- 2.8.18 The Architect shall have authority to recommend to the Owner rejection of work that does not conform to the Contract Documents. The Architect will have authority, with the Owner's permission and prior approval, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.
- 2.8.19 The Architect shall review and approve the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking such submittals for conformance with the information contained therein and the design concept expressed in the Contract Documents. The Architect's and/or Consultant's action shall be taken with such reasonable promptness as to cause no delay in the work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect or Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect and its Consultants shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.
- 2.8.20 The Architect shall prepare recommendations for Contractor prepared Change Orders, with supporting documentation and data if deemed necessary by the Architect as provided in Section 2.8.25 for the Owner's approval and execution in accordance with the Contract Documents.
- 2.8.21 The Architect shall be an interpreter of the requirement of the Contract Documents. The Architect shall make recommendations on all claims of the Owner or Contractor relating to the execution and progress of the work and on all other matters or questions related

thereto. These recommendations shall be made in writing within 10 business days of receipt of request from the Owner.

2.8.22 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

2.8.23 The Architect's recommendations to the Owner on matters relating to aesthetic effect shall be made within 10 business days of request from the Owner and shall be consistent with the intent expressed in the Contract Documents.

2.8.24 The Architect shall render written recommendations within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.8.25 The Architect's recommendations on claims, disputes, or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Section 2.8.23, shall be as provided in this Agreement and in the Contract Documents.

2.8.26 The Architect shall provide construction administration services for the anticipated construction contract duration to be determined to include, but not be limited to:

- Attendance at Pre-construction Meeting
Field observations during construction (average 4-6 hours per week), followed by written reports to the Owner within three business days
- Attendance at biweekly construction progress meetings, and review of Contractor meeting minutes
- Review of shop drawings and maintaining shop drawing logs
- Issuance of Requests for Proposals (RFP) and maintaining RFP log by Owner
- Review of Proposed Change Orders (PCO), Owner shall maintain PCO log and providing a written summary analysis of design related contractor claims
- Response to Requests for Information (RFI) and maintaining RFI logs
- Coordinate any proposed equal product or substitution submittals with the Owner and Using Agency prior to approval or rejection
- Review of Payment Applications and Issuance of Certificates for Payment
- HVAC Commissioning Agent shall be involved in review of shop drawings, and shall provide system commissioning for the entire HVAC system
- Owner shall retain the services of a qualified testing and inspection firm to conduct LDS required Special Inspections and other testing/inspections, as required (NTE)
- Owner shall ensure that the contractor has utilized the proper construction scheduling methodology
- Regularly review Contractor's records and documentation required for LEED certification
- Periodically update documents in electronic format for plans and specifications including all Request for Information responses and Construction Change

Directives (CCD) where the A/E team is responsible for the purposes of providing coordinated information when issuing subsequent changes. Updates to the Construction Document backgrounds and PDF drawings outside of the A/E responsibility will be considered additional services.

- Review Operations and & Maintenance (O&M) Manuals, Contractor As-Built construction documents, warranties, and attic stock
- Provide substantial completion inspection and review and add to the Contractor-prepared punch list, issue certificate of substantial completion, and provide one punch list follow-up inspection

2.8.27 The Architect, in conjunction with the Owner, shall conduct inspections and document deficiencies noted and shall determine the date of Substantial Completion and Final Completion. The Architect shall review and add to the Contractor's deficiency list (punch-lists) to include a compilation of items from all consultants and the Owner. The Architect shall add to the Punch List in a software spreadsheet or database format that is mutually acceptable to the Owner, Architect, and Contractor, and shall include data fields necessary to support the Contractor's coordination of punch-list tracking and resolution. The Architect shall make one site visit, up to four hours on-site, to be scheduled by the Owner, for the purpose of back checking the status of the Punch List resolution. The Architect shall receive and forward to the Owner written warranties and related documents required by the Contract Documents and assembled by the Contractor and shall issue a Final Certificate for Payment.

2.9 POST CONSTRUCTION

- 2.9.1 The Architect shall provide no more than one day (8 hours) of assistance to the Owner at the expiration of the one-year warranty period.
- 2.9.2 The Architect is to be available to the Owner during the one-year warranty period and shall be compensated for all services which are not a result of Basic Services in the contract not being completed, and not the result of design related error or omissions of the Architect.
- 2.9.3 The Architect shall compile all required LEED project documentation, including facilitation of Contractor provided documentation, and submit the LEED certification application to USGBC. The Architect shall provide a copy of the LEED submittal package to the Owner and Using Agency.
- 2.9.4 Owner will pursue bond release from the Construction Agreement in the LDS Bond Package for the project. Such support includes letter of approval from the Geotechnical Engineer of Record.
- 2.9.5 NOT USED
- 2.9.6 The Architect shall compare the actual water and energy consumption for the first year of building occupancy to the modeled/predicted energy and water consumption. If the actual usage is not within 10% of the model/prediction, the Architect shall analyze and provide

a report to the Owner indicating why the actual energy and water consumption did not meet the model/prediction. The report shall include verifications that the equipment, systems, building envelope, and other factors were constructed in accordance to the design and model. The report shall also include all factors that may have an impact to explaining why the actuals do not match the model/prediction. The report is to be provided within three months of the end of warranty.

Post Construction Deliverables:

Post Construction	<ul style="list-style-type: none"> Report on the analysis of the actual water and energy consumption for the first year of building occupancy against the energy and water consumption model/prediction including verification that the facility was constructed in accordance to the model/design and stating all factors that may have an impact on the variation of the actuals versus model/prediction.
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2.10 SUBMITTALS

2.10.1 The Architect shall provide to the Owner one full size PDF copy of all documents as shown in the schedule below:

Documents	Cost	Specs	Bldg	Report
Space Program; Existing Conditions Assessment				1
Schematic Design Documents		1	1	
Design Development Documents		1	1	
Value Engineering (By Owner)	1*			
50% Construction Documents		1	1	
Issue for Construction Documents	1*	1	1	
Permit Documents	(As required by LDS)			
Bid Documents	(As required by 2.6.26)			

*By Owner

2.10.2 Bond originals of the final plans and reproducible copies of the specifications and any amendments or addenda shall be provided to the Owner. All plans shall be signed and sealed and dated on each sheet by the responsible Virginia registered Professional Engineer (PE)/Architect (RA). Each volume of specifications must be signed sealed and dated on the cover page by the responsible Virginia licensed and registered Professional Engineer or Architect.

2.10.3 NOT USED

2.10.4 The Architect shall review the as-built plans and specifications submitted by the Contractor. The Contractor shall provide the Owner with full size PDF reproducible of the as-built plans and one PDF copy of the as-built specifications as prepared by the

General Contractor. The as-built documents shall include all changes through the construction phase.

- 2.10.5 The Architect shall provide to the Owner, one electronic copy of the construction documents (plans and specifications) updated to reflect the construction changes per section 1.7.2, within 90 days of substantial completion.

2.11 TIME AND PERFORMANCE

- 2.11.1 All basic services shall be performed to meet Owner's Project Schedule.
- 2.11.2 Schedule – The Owner shall deliver the Site Plan and Architect shall deliver building plan documents for submission to the LDS site and building permit review, in accordance with Owner's Project Schedule.
- 2.11.3 NOT USED

2.12 QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)

- 2.12.1 The Architect shall review all major document submissions that are made to the Owner with an established quality control procedure, comparable to Redi-check system that includes close attention to details, accuracy, consistency, coordination, and completeness of the work product. The Architect's quality control review shall be completed and all comments incorporated into the documents prior to each submittal. The Architect shall submit the completed Using Agency QC comment response at the SD, DD, GMP and Issue for Construction Set deliverables for Owner review.
- 2.12.2 The Owner's representatives will meet with the Architect one month prior to the scheduled Issue for Construction submission date to verify the completeness of the documents and to verify the satisfactory implementation of the Using Agency and Owner comments.
- 2.12.3 The Architect shall verify that all applicable requirements in the County's Guidelines for Architects and Engineers are reflected in the plans and specifications.

2.13 SUSTAINABLE DEVELOPMENT/LEED REQUIREMENTS

- 2.13.1 The Architect is responsible to design the project and to provide evaluation, analysis, and documentation to conform to the Fairfax County Sustainable Development Policy requirements that the project be designed and constructed to attain a LEED certification at Gold level minimum with Platinum level pursued either option with achieving the energy saving objective of 50% over ASHRAE 90.1-2010.
- 2.13.2 The Architect's Basic Services shall include the routine services required to attain LEED certification at the specified level of Gold level minimum with Platinum level pursued either option with achieving the energy saving objective of 50% over ASHRAE 90.1-2010..including but not limited to:

- Project registration with USGBC-LEED.
- Conduct a LEED coordination meeting at the onset of design with all team stakeholders, and prepare a preliminary LEED scorecard for review.
- Conduct analysis and evaluation at each project design phase to determine, in conjunction with the Owner, the appropriate sustainable design elements to be incorporated into the project design documents, including but not limited to:
 - Site work design, open space, water quality, heat island effect, light pollution reduction, and parking capacity;
 - Reduction in water consumption, low flow fixtures;
 - Reduction in energy consumption, Energy Modeling, life cycle review of alternate mechanical systems, HVAC Commissioning, refrigerant management, and credit for County purchased green power;
 - Re-use of existing building elements, construction waste management, recycled content materials, regionally manufactured materials, rapidly renewable materials, and certified wood; and
 - Outside air, construction IAQ management, low-emitting materials, indoor chemical and pollutant source control, lighting systems controls, thermal comfort, and day lighting and views.
- Update the LEED scorecard at the DD, GMP-Permit and Issue for Construction phases and submit to the Owner for review as part of the design phase submittal.
- Compile all required documentation on evaluation and analysis as required by LEED for formal certification.
- Review Contractor submittals to assure conformance with LEED requirements and contract documents, and verify Contractor's compilation of LEED required documentation on at least a monthly basis.
- Compile all required project documentation, including compilation of Contractor provided documentation, and submit the LEED certification application to USGBC. The Architect shall provide a copy of the LEED submittal package to the Owner.
- At the end of the one-year warranty period, review the actual water and energy consumption for the first year of the building use against the energy and water consumption projections/models, and provide a report to the Owner on the validation of the energy and water consumption models.

2.13.3 Specialized services that may be considered for additional service approval under the Not-to-Exceed Contract item for Sustainable Design/LEED include examples such as the following:

- Gray water re-use systems
- Other on-site renewable energy systems (including passive solar)
- Active solar and photovoltaic systems
- Advanced lighting control systems such as integration of lighting systems with natural daylight levels.

2.14 NOT-TO-EXCEED CONTRACT ITEMS

2.14.1 The following is a list of tasks that are included as not-to-exceed (NTE) contract items. The Architect will be reimbursed for the actual costs for each of these tasks up to the NTE limit. No reimbursement will be made beyond the NTE amount without advance authorization from the Owner. The Architect must justify any increase in the NTE amounts based on a change in the scope of the work for the task:

- Equipment Layout, Specifications and Commissioning
- Value Engineering (see Section 2.5)
- HVAC Commissioning and HVAC Peer Review (see Attachments B and C)
- LDS Special Inspections and Testing
- Sustainable Development/LEED Specialized Design Services (see Section 2.13)

2.14.2 NOT USED

2.14.3 NOT USED

2.14.4 NOT USED

2.14.5 NOT USED

See: Attachment A - Not Used
Attachment B - HVAC Commissioning Scope
Attachment C - HVAC Peer Review Scope

Attachment E - Not Used
Attachment F - Not Used
Attachment G - Not Used
Attachment H –Not Used
Attachment I - Third Party Exterior Envelope Peer Review Scope of Services
Attachment J – Advanced Sustainability Scope of Services

GLOSSARY

A/E – Architectural/Engineering

A/V - Audio/Visual

ADA - Americans with Disabilities Act

ANSI - American National Standards Institute

AS-BUILT DRAWINGS - The final set of drawings produced at the completion of a construction project that include all the changes that have been made to the original construction drawings.

ATC - Automatic Temperature Controls

ATTIC STOCK - The extra material, such as carpet tiles, fabric and systems furniture components that must be provided by the contractor.

AUTOCAD - Software application for 2D and 3D design and drafting

BAS - Building Automation System

CCD – Construction Change Directive

CD - Construction Documents

COMMISSIONING AGENT – – Selected consultant who verifies that HVAC systems and equipment are installed and operate in accordance with contract documents and design intent.

CSI - Construction Specifications Institute

CVS - Certified Value Specialist

DD - Design Development

DEQ - Virginia Department of Environmental Quality

DOE - Department of Energy

DE - Dominion Energy

EMCS – Energy Management Control System

FF&E - Fixed Furniture and Equipment

FO - Field Order

GROSSING FACTORS – Factors (Percentage) applied to net square footage of usable space to account for the total building area (gross square footage).

HCD – Housing and Community Development

HVAC - Heating, Ventilation and Air Conditioning

HVAC PEER REVIEW – Review of the design of the mechanical systems and load calculations by the selected consultant.

IAQ – Indoor Air Quality

IT - Information Technology

LDS - Land Development Services

LEED - Leadership in Energy and Environmental Design

MEP – Mechanical, Electrical, and Plumbing

NTE SERVICES – Not-to- Exceed Services

O&M MANUALS - Operations and Maintenance Manuals

OSHA - Occupational Safety and Health Administration

OWNER – Arlington Partnership for Affordable Housing (APAH)

PCO - Proposed Change Order

PE – Professional Engineer

PEER REVIEW – Independent review by selected consultant

PFM – Public Facilities Manual

PM - Project Manager

PPE - Personal Protective Equipment

QC/QA - Quality Control/Quality Assurance

RA - Registered Architect

RFI - Request for Information

RFP - Request for Proposal

SD – Schematic Design

TAB - Testing and Balancing

USGBC - United States Green Building Council

USING AGENCY – Fairfax County Department of Housing and Community Development (HCD)/Fairfax County Neighborhood and Community Services (NCS)

VDOT - Virginia Department of Transportation

VE – Value Engineering

VOSH - Virginia Occupational Safety and Health Administration Standards

VPDES - Virginia Pollution Discharge Elimination System

VSMP - Virginia Stormwater Management Permit

VUSBC - Virginia Uniform Statewide Building Code

WZT - Work Zone Training

WZTC - Work Zone Traffic Control

NOT USED

**COMMISSIONING OF HEATING, VENTILATION
AND AIR CONDITIONING (HVAC) SYSTEM**

GENERAL SCOPE OF WORK

PART 1 - GENERAL

- 1.01 **INTENT:** The intended result of the HVAC Commissioning process is to assure Fairfax County that the HVAC systems and equipment are installed and operate in accordance with contract drawings and specifications.
- 1.02 **SCOPE:**
- A. **Work Included:** The HVAC commissioning shall provide substantial verification that systems and equipment are installed and performing in accordance with the contract documents and design intent. This independent commissioning shall be complementary to the construction period services performed by the Architect and Mechanical Engineer of Record, and to the testing and balancing requirements of the construction contract. Systems installed and performing in accordance with drawings and specifications which do not achieve and/or maintain spatial conditions in accordance with applicable codes and standards shall be so noted when observed. The Commissioning work is to be performed for both the heating and cooling modes. The Commissioning work related to the BAS trend logs is to be initiated immediately after the Substantial Completion and approval of the Test and Balance report.
 - B. **Work Not Included:** Commissioning of plumbing, fire protection sprinkler, and electrical systems are excluded from the HVAC commissioning process except as may be incidental to the operations of the HVAC system; i.e. note would be made if condensate drainage was observed to be inadequate, if a fan turned backwards due to improper power connections, etc.
- 1.03 **ROLE OF THE COMMISSIONING AUTHORITY:** Throughout the commissioning process, the Commissioning Authority's role is primarily one of an observer/witness; periodically monitoring, the design, installation, start-up, and operation of the mechanical heating, ventilating, and air conditioning (HVAC) systems as defined in 3.03. The Commissioning Authority shall have no authority to alter design, installation procedures or direct corrective action procedures to the Contractor. If acceptable performance cannot be achieved, it will be the Commissioning Authority's responsibility to apprise the Owner and Design Engineer. Corrective actions shall be the responsibility of the Owner, Design Engineer, and/or Contractor; and not that of the Commissioning Authority.

The Commissioning Authority shall advise the Owner of tests and demonstrations required to verify proper performance. All tests and demonstrations will be coordinated with the Engineer and Contractor.

1.04 **ARCHITECT/ENGINEER RESPONSIBILITY:** In addition to their normal performance of Construction Period Services, the Architect/Engineer will place the Commissioning Authority on the mailing list for all communications regarding the HVAC systems. The Architect/Engineer shall cooperate fully with the Commissioning Authority, and will provide information and documentation related to system design and intent, as requested by the Commissioning Authority. The Architect/Engineer will include the appropriate Commissioning requirements for the contractor in the Project Specifications.

1.05 **CONTRACTOR'S RESPONSIBILITY:**

- A. The Contractor shall be responsible for assuring that the Commissioning Authority is provided with assistance as may be required to satisfactorily complete the commissioning process using whatever personnel, time and resources that are required. The Contractor shall provide written notice to the Mechanical Engineer and the Commissioning Authority a minimum of at least 14 calendar days prior to any equipment start-up, system operation, testing or demonstrations.
- B. The Contractor shall provide the material requested and manpower necessary for the verification of proper HVAC system installation and operation, and as required by the Commissioning Authority.

1.06 **OWNER'S RESPONSIBILITY:**

- A. The Owner's Representative shall assist in coordinating the work of the Commissioning Authority with the Architect/Engineer and the Contractor.
- B. The Owner's Representative shall make all required shop drawings, equipment cut sheets and other pertinent system submittals available for use by the Commissioning Authority, as required.

1.07 **QUALITY ASSURANCE:**

ASHRAE Guideline for Commissioning of HVAC Systems, ASHRAE Guideline 1-1989.

PART 2 - PRODUCTS

2.01 **NOT APPLICABLE TO THIS SPECIFICATION**

PART 3 - EXECUTION

3.01 **COMMISSIONING TEAM:** At a minimum, the following are members of the Commissioning Team:

- A. The Owner's Authorized Representative(s) – (HCD)

- B. The Architect/Engineer
- C. The Mechanical Engineer of Record
- D. The General Contractor
- E. The Electrical Subcontractor
- F. The Mechanical Subcontractor
- G. The Testing, Adjusting, and Balancing (TAB) and Building Automation System (BAS) Subcontractor(s)
- H. The Building Automation Controls Subcontractor
- I. The Commissioning Authority

3.02 **RESPONSIBILITIES:** Each member of the Commissioning Team has responsibilities to the successful completion of the commissioning process as follows:

- A. Owner's Representatives, or its designated Construction Manager, shall perform their normal construction contract administration functions, facilitate coordination between members of the Commissioning Team and the Owner's representatives, and make all required submittals and equipment information available for use by the Commissioning Authority.
- B. The Architect/Engineer shall provide adequate support to the Mechanical Engineer of Record as related to their duties in the commissioning process. It shall also be the Architect/Engineer's responsibility to assure that the Commissioning Authority is:
 - 1. Provided copies of design documents for review and comment during the design phase.
 - 2. Provided access to copies of approved shop drawings and submittals associated with the mechanical systems.
 - 3. Copied on all correspondence pertinent to the HVAC systems including but not limited to minutes of progress meetings and field inspections, responses to Contractor requests for information, and documentation related to changes to the HVAC system.
 - 4. Provide written notice to all Commissioning Team members a minimum of 10 business days prior to any scheduled milestones, testing or demonstrations which are scheduled by or for the A/E.

5. Provided all pertinent documentation and information related to the design and design intent of the HVAC system, as required by the Commissioning Agent.
- C. The Mechanical Engineer of Record shall perform his normal construction contract administration and inspection functions.
 - D. The Contractor shall, in addition to his normal responsibilities for construction of the project, assure that his subcontractors recognize the authority of the Commissioning Authority and be responsive to the requirements of the commissioning process. He shall assure that written notification, at least 10 business days in advance, is provided to the Architect/Engineer of the milestones of the mechanical systems installation as follows:
 1. Pressure testing of piping systems
 2. Flushing and cleaning of piping systems
 3. Factory start-up of central plant equipment
 4. Factory start-up of rooftop equipment
 5. Calibration of Automatic Temperature Controls
 6. Start date of Air and Water Balancing
 7. Date of training to Fairfax County operating personnel regarding operations of the HVAC system
 8. HVAC systems inspections by Architect/Engineer
 - E. The Electrical Subcontractor shall perform his normal contract obligations and be responsive to requirements of the commissioning process.
 - F. The Mechanical Subcontractor shall, in addition to his normal responsibilities for construction of the project, assure that proper notification of the milestones of the mechanical systems installation are provided to the Contractor. The Mechanical Subcontractor shall assure that their subcontractors are responsive to the requirements of the commissioning process, particularly the Testing and Balancing (TAB) and Automatic Temperature Controls (ATC) subcontractors. The Mechanical subcontractor shall submit the Testing and Balancing Report prior to Substantial Completion.
 - G. The Building Automation System (BAS) Subcontractor shall perform his normal contract obligations and be responsive, particularly by furnishing printed histories of trended points. The BAS Subcontractor shall submit trend logs for the first Commissioning mode as soon as possible after Substantial Completion and approval of the Testing and Balancing Report.

- H. The Commissioning Authority will follow the procedures as set forth in Paragraph 3.03 to execute his responsibility for:
- Verifying that the mechanical systems are operating in accordance with contract documents and specifications.
 - Notify the Owner in writing of all deficiencies that were observed within three working days of the observation.
- I. A pre-commissioning meeting shall be scheduled prior to factory start-up of any central plant equipment. All members of the Commissioning Team are to attend. A meeting agenda shall be presented by the Commissioning Authority to review the commissioning plan(s) in detail.

3.03 **COMMISSION AUTHORITY PROCEDURES:** The Commissioning Authority will establish and monitor systems commissioning following the procedures listed herein, and all members of the Commissioning Team shall cooperate fully with the execution of these procedures. Initial HVAC commissioning shall be performed while the central plant is in operation within the heating or mechanical cooling mode. Initial commissioning will not take place during "swing" seasons when neither the heating or cooling equipment is fully loaded. If commissioning occurs during the mechanical cooling operation, subsequent commissioning shall be performed during the next "swing" season and at the changeover to the heating season; and similarly, if commissioning occurs in the heating season, subsequent commissioning shall be performed during next "swing" season and during the next cooling season. The subsequent seasonal systems commissioning shall consist of observing the central plant equipment start-up, reviewing complete sets of BAS operational histories, and follow-up site visits to spot check automatic temperature controls systems. To achieve HVAC systems commissioning, the Commissioning Agent shall:

- A. Review the design documents, including the sequences of operations, during the design phase, and provide written comments to the Owner.
- B. Prepare a Commissioning Plan for the commissioning work that identifies all equipment, system and controls to be tested/inspected; the approximate timeframe and sequence for each stage of testing; all EMCS system information to be provided by the BAS subcontractor; and all forms to be used for the commissioning work and reports. Submit a copy of the final Commissioning Plan to all members of the Commissioning Team.
- C. Review construction documents and become familiar with the HVAC design and operational requirements.
- D. Perform at least **two** unscheduled walks through the building to observe and keep abreast of mechanical systems installation progress. Commissioning Authority's presence in the building will be for his benefit in preparing to commission the building and shall in no way be construed as superseding the authority of the project Architect/Engineers. Provide a written report of walk-thru observations including any deficiencies noted, within five business days.

- E. Perform a review of HVAC Shop Drawings after approval by the Project Mechanical Engineer of Record. The purpose of this review is for familiarization with equipment to be furnished on the project and for on-site use by the Commissioning Agent. This review in no way relieves the Consulting Mechanical Engineer of his duties for shop drawing review and inspection.
- F. Develop and issue Commissioning Data Sheets relevant to the project (See Sample Data Sheet) for all appropriate equipment, controls and systems. The Owner will provide the Contractor copies of all Data Sheets developed by the Commissioning Authority. The Owner reserves the right to have modifications incorporated to the Data Sheets at no extra cost to the Owner.
- G. Observe representative sampling of duct systems, plenums, coils, and filters for cleanliness, damage, or leakage, and provide written documentation of deficiencies noted, to the owner.
- H. Be present to observe the start-up of central plant equipment; i.e. the chiller, boilers and cooling tower. This shall be the start-up which is supervised and certified by the equipment manufacturer's authorized agent. Commissioning Authority will observe the start-up of self-contained refrigeration units (rooftops, split-systems) and verify that the operations have been certified by manufacturers' representatives.
- I. Review the certified reports submitted by the TAB agency.
- J. Periodically observe the installation of the automatic temperature controls system (ATC); observe the operation of the main air compressor (running time, pressure, moisture), verify calibration of a representative sampling of sensing devices, observe the operation of all air handling units and exercise their respective control sequences including safeties, exercise the controls and observe operation of a representative sampling of incremental units, observe the operation and controlling sequence of all central system piping isolation, changeover, and modulating control valves.
- K. Prior to recommendation for issuance of Substantial Completion, the Commissioning Agent shall review and verify the BAS graphics interface, as installed on the Owner's Remote monitoring and control station, to ensure functionality, accuracy, and general conformance with the contract documents.
- L. Prior to recommendation for issuance of Substantial Completion, the Commissioning Agent shall issue a certification that the building mechanical systems and BAS controls system are fully functional and operating in general conformance with the construction documents.
- M. Verify the performance of each piece of equipment and each system.
- N. Verify the input and output of the temperature control system.

- O. Verify the commissioning of the BAS by reviewing point histories. The operational and monitoring capabilities of the BAS will be employed in the commissioning of the mechanical systems.
- P. The Commissioning Authority will be given a copy of all approved As-Built drawings and Operations and Maintenance Manuals pertaining to HVAC systems and controls by the Engineer.
- Q. The Commissioning Authority shall prepare eight copies of both draft and final commissioning reports to the Owner. The reports will include a narrative in the form of an Executive Summary of the results of commissioning process, recommendations and a certification that the verification of each item is complete and all systems are operating as intended. Recommendations may be used by the Architect/Engineer for inclusion in their final submission of project close out documentation to the Owner. The document shall be distributed by the Owner to Commissioning Team members.

3.04 **CONTRACTOR COMMISSIONING PROCEDURES:** The Contractor and all relevant Subcontractors shall, in addition to being responsive to the procedures cited for execution by the Commissioning Authority, perform as follows to achieve satisfactory HVAC systems commissioning. The Contractor shall:

- A. Demonstrate the performance of each piece of equipment to the Commissioning Agent and Owner's Representative after completion of construction. Schedule the TAB, HVAC controls, BAS and other sub-trade representatives as may apply to demonstrate the performance of the equipment and systems, as required by Specifications.
- B. At a minimum, the performance and operation demonstrations of the following equipment and/or systems will be required:
 - 1. Incremental equipment (Fan Coil Units, Cabinet Heaters, Unit Ventilators, etc.); approximately 50% of units installed.
 - 2. Major duct flow and pressure checks, air terminals. The TAB Trade Representative shall identify all places where temperature, pressure and/or velocity readings were taken in major duct systems; and performance shall be demonstrated on 25% of the locations. Up to 25% of air terminals shall have performance demonstrated.
 - 3. Fire and smoke damper installation and operation, up to 30%, if applicable.
 - 4. AHU Coil performance; all coils during both cooling and heating.
 - 5. Fan and motor performance; all major air handling units and up to 30% of exhaust fans.
 - 6. Pump performance.

7. Chiller system performance.
 8. Boiler performance.
 9. HVAC Controls Systems; complete control sequence of central plant equipment and air handling units, and up to 50% of incremental equipment.
- C. In addition to the foregoing, the Contractor shall repeat any other measurement contained in the TAB report where required by the Commissioning Authority for verification or diagnostic purposes. Should any verification test reveal that the equipment is not performing as specified or control operation is not acceptable, the Contractor shall be responsible for all cost associated with re-inspection of any failed item. Should the verification test determine that the equipment is still not performing as specified or control operation is not acceptable in the second inspection, the time and expenses of the Commissioning Authority to make further verification shall be considered an additional cost to the Contractor. The total sum of such costs shall be paid by the Contractor.
- 3.05 **DEFICIENCY RESOLUTION:** Deficiencies identified during the commissioning process shall be corrected in a timely fashion. The Commissioning Authority has no authority to dictate ways and means of deficiency resolution. Resolution of deficiencies that require interpretations or modifications to the contract documents shall be the responsibility of the Architect and Engineers.

ATTACHMENT C

HVAC Peer Review – Scope of Services

Complete quality assurance review of project documents at Design Development and 80% Construction Document phases for code compliances, applicable standards and guidelines, appropriateness of assumptions and systems/equipment, engineering methods and input data used to support the design to ensure that the system design is complete and appropriate to meet temperature, humidity and energy performance expectations. The scope includes but is not limited to:

- Review Owner furnished guidelines to A/E's, ensure compliance with guidelines
- Review the design load calculations and the design assumptions/criteria and verify that they are correct.
- Verify design load calculations incorporate ventilation load reduction based on pattern of occupancy, and cooling loads and are based upon actual occupant loading expectations to minimize energy consumption, equipment sizes, and potential humidity problems, as appropriate.
- Verify that the mechanical equipment is sized correctly per code, per loads and per the actual facility occupancy and loading conditions.
- Comment on the appropriateness of the system selected to be energy efficient and to provide comfortable space temperature and humidity control.
- Review sequences of operation for each piece of equipment including the sensors/stats and flow measuring station locations and operation.
- Verify that sufficient plans, sections, and elevations are shown to demonstrate adequate space for equipment, ductwork and piping at equipment rooms, and to verify that the equipment is serviceable.
- Quality control check of the plans and appropriate specifications to ensure that there is no missing or conflicting information.
- Meetings with Owner's project team (design, construction and maintenance) to review project design and Peer Review comments/recommendations.
- Back check that all comments at each review stage were satisfactorily addressed.

ATTACHMENT D

**CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)
SCOPE OF SERVICES
NOT USED**

ATTACHEMENT G

SCHEDULE - NOT USED

**Exterior Envelope Peer Review
Scope of Services**

Complete quality assurance review of project drawings and specifications for all exterior building envelope, roofing, and waterproofing systems. Responsibility for the design remains with the A/E of record.

The goal of the peer review is to ensure a successful detailed set of documents to:

- Ensure the overall performance of the building envelope with regard to air and water penetration resistance, energy efficiency, occupant comfort, durability, and future maintenance requirements;
- Avoid potential installation or coordination issues of the roofing, floor/slab systems, wall systems, insulation, and vapor barriers; and
- Provide reviews based on established guidelines, industry standards, and technical notes; e.g. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA), Brick Institute of America (BIA), Fairfax County Guidelines for Architects and Engineers, etc.

Scope:

- Review and comment on the A/E's details of the exterior building envelope system for continuity of air, water, and thermal properties, particularly at the interface of discrete building envelope systems, i.e. corners, parapets, intersections, and joints. Reviews are to include, but are not limited to:
 - Roof
 - Roof details
 - Drain locations
 - Location and shape of rooftop penetrations
 - Location, extent and interface of vegetated roof systems and leak detection technology as may be applicable
 - Facade
 - Exterior wall system including windows, storefront, and curtainwall systems
 - Location of vapor retarder and air barrier
 - Flashing details at openings including sealants
 - Subgrade
 - Subgrade waterproofing, if applicable
- Review typical details as provided by the A/E for thermal performance including the review of the A/E's R and U values and dew point calculations of the wall assembly.
- Review technical specifications provided by the A/E for appropriate performance criteria for building enclosure system tolerances, including expansion joint details.
- Review technical specifications provided by A/E for scope of air and water penetration testing for storefront systems.

Construction Document (CD) Phase:

- At the start of the CD Phase, meet with the Owner and A/E to review proposed systems. A/E is to provide meeting minutes with a summary of the decisions.
- Review the GMP documents.
 - Review for design performance and constructability of details and compatibility of materials as outlined in the *Scope* section above.
 - Review that complete and concise details are provided at transitions between building components.
- The reviewer is to submit written and/or graphic comments on the drawings and specifications to the Owner. The Owner reviews the comments and submits the peer review comments to the A/E with the Issue for Construction set review comments.
- Attend the Issue for Construction Set Comment Review meeting with the Owner's project team and the A/E to address building envelope review comments.

Construction Phase:

- A/E to provide the appropriate product submittals and testing data/reports on all building envelope systems required for field observations.
- Participate in pre-installation meetings of the exterior wall system mockups that are required in the project specifications.
- Observe field mock-ups and performance testing, such as but not limited to, water testing of window assemblies.
- Observe the installation and provide field reports to the A/E of the *Roof, Facade, and Subgrade* products and systems as outlined in the *Scope* section above. Provide for a minimum of three site visits, or as applicable to the project.

Advanced Sustainability Scope of Services

Project Goals:

- Achieve LEED Gold level minimum with Platinum level pursued either option with achieving the energy saving objective of 50% over ASHRAE 90.1-2010.
- Evaluate ability to meet Net Zero Energy standards. Design for all-electric building systems, equipment and appliances

Scope:

The scope of work shall include the following:

1. Study to evaluate strategies that can be incorporated into the project to achieve the above project goals. This study shall be performed after completion of the space programming phase and during the concept design phase. The study shall include:
 - a. Determination if the project can meet one of the classifications for Net Zero per ASHRAE:
 - Net Zero Site Energy Building
 - Net Zero Energy Emissions Building
 - b. Strategies to consider for the facility, including but not limited to:
 - Evaluation of the Building Envelope to increase efficiency
 - Plug load efficiency, reduction of phantom loads
 - All electric systems with natural gas generator
 - Gray water re-use systems
 - On-site renewable energy systems
 - Evaluation to maximize solar photovoltaic system on site
 - Roof-mounted and ground-mounted systems to be indicated separately to clarify impact related to each
 - Geothermal systems
 - Advanced lighting control systems and natural lighting design options etc.
 - Gray water re-use systems
 - c. Cost impact to achieve each of the project goals mentioned above by Owner.
2. Draft report of the study for County review and comments.
3. Meetings with County staff to review the findings, provide responses to County comments and prepare meeting minutes.
4. Submission of final analysis with the AE recommendations for incorporation into the project.

EXHIBIT G

INSURANCE

I. Architect/Engineer Insurance Requirements:

1. The Architectural/Engineering (A/E) service firm(s) shall be responsible for their professional services. The A/E firm assumes all risk of damage or injury to its property or persons employed by the firm or in connection with the work contracted for, and of all damage or injury to any person or property, resulting from the A/E firms errors, omissions or negligent act(s).
2. The A/E shall, during the continuance of all work under the Contract provide the following:
 - A. Maintain statutory Workers' Compensation insurance in limits of not less than that required statute or \$100,000 (whichever is greater), and Employer's Liability insurance in limits of not less than \$1,000,000, to protect the A/E from liability or damages for any injuries (including death and disability) for any and all of its employees, including any and all liability or damage which may arise by virtue of statute or law in force within the Commonwealth of Virginia.
 - B. The A/E agrees to maintain Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, to protect the A/E, and the interests of APAH, the FCRHA, and the County, and their respective supervisors, commissioners, agents, officers, and employees, against any and all injuries to third parties, including bodily injury and personal injury. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the construction of the project.
 - C. The A/E agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the minimum amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the A/E. In addition, all mobile equipment used by the A/E in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
 - D. The A/E firm and other professionals engaged by or on behalf of APAH in connection with the construction work agree to maintain Professional Liability insurance in the limits of \$1,000,000 per occurrence or claim/aggregate per year. This coverage shall continue in force for five years following completion of construction of the project.
 - E. The A/E firm agrees to accept liability for and bear the costs of change orders to the construction contract caused by errors, omissions, or negligent

acts whose accumulative cost to the Project exceeds two percent of the construction value. Cost of omissions will be limited to costs in excess of the bid amount had the omitted item been included in the bid.

F. Liability Insurance “Claims Made” basis:

If the liability insurance purchased by the A/E has been issued on a “claims made” basis, the A/E must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The A/E must either:

- (1) Agree to provide certificates of insurance evidencing the above coverages for a period of five years after final payment for the professional services contract. This certificate shall evidence a “retroactive date” no later than the beginning of the A/E’s or sub-consultant’s work under this contract, or
- (2) Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

G. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies with lesser limits.

H. A/E shall also provide evidence of an Excess or Umbrella Liability Policy in the minimum amount of \$2,000,000.

- I.
- (1) The A/E agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best’s Key Rating of at least A:VI.
 - (2) European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the A/E’s broker can provide financial data to establish that a market’s policyholder surpluses are equal to or exceed the surpluses that correspond to Best’s A:VI Rating.

J. A/E shall indemnify, keep and save harmless APAH, the FCRHA, and the County, and their respective supervisors, commissioners, agents, officers, and employees against claims of injuries, death, damage to property, patent claims, theft, suits, liabilities, judgments, costs and expenses which may otherwise accrue against such parties in consequence of the granting of this Agreement or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the A/E or its employees, or that of any subcontractor or its employees, if any; and the A/E shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or

incurred in connection therewith; and if any judgment shall be rendered against APAH, the FCRHA, or the County, in any such action, the A/E shall, at its own expense, satisfy and discharge the same. A/E expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by the Architect, shall in no way limit the responsibility to indemnify, keep and save harmless and defend APAH, the FCRHA, and the County as herein provided.

- K. The A/E will provide an original, signed Certificate of Insurance and such endorsements as prescribed herein.
 - L. The A/E will secure and maintain all insurance certificates of its sub-consultants which shall be made available on demand.
 - M. The A/E will provide on demand certified copies of all insurance coverages related to the Contract within 10 business days of demand. These certified copies will be sent directly from the A/E's insurance agent or representative.
- 3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45-day written notice to Construction Manager. The A/E shall furnish a new certificate prior to any change or cancellation date. The failure of the A/E to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - 4. Compliance by the A/E and all sub-consultants with the foregoing requirements as to carrying insurance shall not relieve the A/E and all sub-consultants of the liability provisions of the Contract.
 - 5. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude APAH, the FCRHA, or the County from supervising and/or inspecting the Project as to the end result.
 - 6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any sub-consultants and APAH, the FCRHA, or the County.
 - 7. Precaution shall be exercised by the A/E at all times for the protection of persons (including employees) and property under their control.
 - 8. The A/E and all sub-consultants are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

II. General Contractor ("Contractor") Insurance Requirements

- 1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection

with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

2. GENERAL AND EXCESS LIABILITY POLICIES

The Contractor shall, during the continuance of all work under the Contract provide the following:

- A. Maintain statutory Workers' Compensation insurance in limits of not less than that required statute or \$100,000 (whichever is greater), and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
- B. The Contractor agrees to maintain Commercial General Liability insurance in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate, to protect the Contractor, its Subcontractors, and the interest of the FCRHA, and the County, and their respective supervisors, commissioners, agents, officers, and employees, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Such insurance will also provide coverage for claims arising from the exposures of
 - premises or ongoing operations,
 - Product-completed operations which shall be maintained through the longer of the statute of limitations or repose for construction defect and products liability claims in Virginia.
 - Independent contractors and
 - Contractual liability

The Commercial General Liability must be primary and any of APAH, the FCRHA, or the County's insurance shall be considered excess for the purpose of responding to claims.

- C. The Contractor agrees to maintain owned, non-owned, borrowed and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

D. Contractor shall also provide evidence of an Excess or Umbrella Liability Policy in the minimum amount of \$2,000,000.

3. BUILDER'S RISK POLICY:

APAH shall provide or cause the Contractor to provide Builder's Risk insurance to protect APAH, Contractor and all subcontractors, the FCRHA, and the County, and their respective supervisors, commissioners, agents, officers, and employees, against loss caused by the perils insured in the amount of 100% of the insurable value of the Contract less the value of that portion of the work which has been accepted as substantially complete. Such insurable value shall reflect any increases to the contract amount through change orders. Policy to be in Builder's Risk Completed Value forms, including the following:

- A. Policies shall be written with APAH, the County, and FCRHA as named insureds and will include the Contractor, subcontractors of any tier, and their respective supervisors, commissioners, agents, officers, and employees as additional insureds.
- B. All insurance shall be in effect on or before the date when construction work is to commence; and
- C. All insurance shall be maintained in full force and effect until the Substantial Completion of the work or any portions thereof.
- D. Boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of APAH, FCRHA, the County, the Contractor, and the subcontractors.
- E. Lender shall be included as "loss payee."

4. OTHER LINES OF INSURANCE

- A. Liability insurance may be arranged for the full limits required, or by a combination of underlying and excess liability policies.
- B. Contractor agrees to maintain pollution liability insurance including sudden and accidental pollution and in transit coverage as well as coverage for storage at site caused by pollution conditions that arise from the ongoing or completed operations of the Contractor under this Agreement.

5. ADDITIONAL REQUIREMENTS:

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

- (2) European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VI Rating.
 - B. Hold harmless and Indemnification:

"The Contractor hereby agrees to protect, defend, indemnify, and hold harmless APAH, the FCRHA, and the County, and their respective supervisors, commissioners, agents, officers, and employees, from any and all claims for bodily injury, personal injury, and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the Contractor, its subcontractors and their agents and employees."
 - C. The Contractor will provide an original, signed Certificate of Insurance and such endorsements as prescribed herein including the Workers Compensation Waiver of Subrogation and the General Liability Additional Insured Endorsement.
 - D. The Contractor represents and warrants that the subcontractors hired by the Contractor will carry insurance as set forth in this Contract prior to permitting the subcontractors to commence work. The Contractor will secure and maintain all insurance certificates of its subcontractors which will be made available to any of the Parties on demand.
 - E. The Contractor will provide on demand certified copies of all insurance coverages related to the Contract within 10 business days of demand by any of the Parties. These certified copies will be sent to the Parties from the Contractor's insurance agent or representative.
- 6. No change, cancellation, or non-renewal will be made in any insurance coverage without a 45-day written notice to APAH and the FCRHA. The Contractor must furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - 7. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance will not relieve the Contractor and all subcontractors of their liabilities provisions of the Contract.
 - 8. Contractual and other Liability insurance provided under this Contract will not contain a supervision, inspection or engineering services exclusion that would preclude APAH, the FCRHA or the County from supervising and/or inspecting the Project as to the end result. The Contractor will assume all on the job responsibilities as to the control of persons directly employed by it and the subcontractors.

9. Nothing contained in the Specifications may be construed as creating any contractual relationship between any Subcontractor and APAH, the FCRHA, or the County. The Contractor will be as fully responsible to the Parties for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
10. Precaution must be exercised at all times for the protection of persons (including employees) and property.
11. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91 956, as it may apply to this Contract.
12. APAH, the FCRHA, and the County, and their respective supervisors, commissioners, agents, officers, and employees will be named as an “additional insured” on all liability policies (except for workers’ compensation and professional liability insurance) and it shall be stated on the Insurance Certificate with the provision that this coverage “is primary to all other coverage APAH/the FCRHA/the County (as appropriate) may possess.”

The General Liability additional insured endorsement must be attached and provide coverage for both ongoing and product/completed operations to the benefit of the additional insured. The additional insured coverage must provide coverage at least as broad as the ISO CG 2010 11/85 form “Additional Insured – Owners, Lessees or Contractors” and provide coverage to the full extent of the actual limits of the Contractor’s coverage even if such actual limits exceed the minimum limits required by this Contract.

13. If an “ACORD” Insurance Certificate form is used by the Contractor’s insurance agent, the words “endeavor to” and “. . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company” in the “Cancellation” paragraph of the form shall be deleted.
14. **OWNER CONTROLLED INSURANCE PROGRAM.** APAH shall have the option of providing any of the insurance coverages required under Section II of this Exhibit for the Contractor(s) and their subcontractors. APAH will notify FCRHA and the County prior to exercising this option. The Contractor obligations with respect this Agreement shall not be affected by the exercise of APAH’s option to provide insurance coverages for the Contractor(s) and their subcontractors.

EXHIBIT H

TURNOVER REQUIREMENTS FOR FINAL COMPLETION

The following matters with respect to the Project must be completed in order for the Project to achieve Final Completion:

1. Construction of the Community Center has been completed in a good workmanlike fashion in accordance with this Agreement and the Final Construction Documents approved by the County and the FCRHA and consistent with the requirements of all Governmental Authorities.
2. No Punch List items remain outstanding whether determined by the County pursuant to its rights hereunder, the Project Architect, APAH, or any other Governmental Authorities, including without limitation agencies of the County in their governmental and regulatory capacity.
3. All work requiring inspection or review or both, including plan reviews, by any of the Governmental Authorities having jurisdiction, has been inspected and approved by such Governmental Authorities.
4. All certificates required by Governmental Authorities have been duly issued, either in temporary or final form.
5. APAH will have furnished copies of conditional lien waivers of claims and liens from the general contractor, and other contractors, subcontractors and material supplies for contracts in excess of \$100,000.
6. APAH will have provided an affidavit stating that each person providing any material or performing any work in connection with the Project has been paid in full to the date of the certificate.
7. APAH will have delivered to the County, executed by all necessary and appropriate parties and including a signature and seal on all plan sheets:
 - (a) Copies of all permits and licenses necessary for the construction of the Community Center;
 - (b) Two copies of as-built drawings and specifications of the Community Center (in the form of redlined construction documents with incorporated design changes by the designer of record, redlined by the contractor and provided in .pdf format), approved by all applicable Governmental Authorities and certified by the design architect/engineer and any other party who could prohibit the County's unrestricted use of such drawings and specifications;
 - (c) All warranties applicable to the Project;
 - (d) A certificate from the engineer of record that the Community Center has been completed; and
 - (e) Such other documents as required by the Construction Contracts or as reasonably requested by the County or the FCRHA.

8. APAH will have provided documentation that all HVAC commissioning (verifying that all HVAC systems and equipment are installed and operating as designed in both the heating and cooling mode) has been completed, including all BAS commissioning requirements.
9. To the extent permitted by the assigning party, APAH will have delivered to the County an assignment of all Construction Documents and other documents required under the Construction Documents or pertaining to the Project, together with a consent to such assignment by the applicable architects, engineers, and any other necessary parties to effect full ownership of such documents in the name of the County.

EXHIBIT I
DRAW REQUESTS

A “Draw Request” means an executed written application signed by an Authorized Representative on behalf of APAH and furnished to the County, setting forth the amount of proceeds desired, together with:

- Application: Applications for payments in standard AIA form (AIA G702 and AIA G703) or in such other form as may be required by Construction Contracts, or reasonably approved by County, containing a breakdown by trade and/or other categories (Soft Costs and Hard Costs) acceptable to County, executed and certified by each contractor, accompanied by invoices.
- Waiver: Copies of notarized partial lien and claim waiver forms executed by the general contractor and each subcontractor, supplier, and materialman having contracts in excess of \$100,000.
- Updated construction schedule: An updated construction schedule is submitted with each payment application to ensure that the project is progressing according to plan.
- Receipts for stored material: If materials have been purchased in advance of their use on the project, they may store them on-site or off-site until they are needed. Receipts for stored material are documents that show proof of purchase and storage, which may be required for payment.
- A current material procurement log.
- Monthly reports: Summary of the work completed during the billing period, including any major events, photos, and activities.

EXHIBIT J

**FAIRFAX COUNTY SUSTAINABLE DEVELOPMENT POLICY
FOR CAPITAL PROJECTS**

Exhibit J

Fairfax County Sustainable Development Policy for Capital Projects Revised September 15, 2020

Purpose

The purpose of the Sustainable Development Policy is to fulfill the Fairfax County Board of Supervisors' commitment to environmental, economic, and social stewardship through sustainable development practices for County facilities and buildings. This Policy is intended to further the County's established goals for environmental stewardship as defined by the Operational Energy Strategy, the Green Initiatives Board Matter, and the Comprehensive Plan goals for Environmental Protection and Energy Conservation. In keeping with these established County goals, the Policy provides a framework to preserve natural resources; to meet or exceed federal, state and local standards for water and air quality, to promote energy efficiency and energy conservation; to use all resources wisely and to protect and enhance the County's natural environment and open space. The Policy also provides a framework within which to yield cost savings through reduced operating costs; to provide healthy work environments for County employees and visitors to County facilities; and to help establish a community standard of sustainable development for Fairfax County.

Background

In February 2008, the BOS adopted the County's Sustainable Development Policy for County Capital Facilities Projects. This Policy established Leadership in Energy and Environmental Design (LEED) as the standard for County projects and established the Silver Certification level as the goal for projects over 10,000 square feet (SF) in size.

Since adoption of the 2008 Policy the County has made great progress in many areas of sustainability including low Impact development for stormwater and landscaping, vegetative roofs, parking reductions, infrastructure for EV charging stations, recycling and use of recycled content materials, use of locally sourced and rapidly renewable materials, indoor environmental quality, reduction in domestic water usage, and energy performance improvement.

This updated Policy further strengthens the LEED sustainability goals and provides for incremental energy performance improvement and reduction in Green House Gas (GHG) emissions with a target of achieving Net Zero Energy eligibility by no later than FY 2031.

Departments Affected

This Policy is applicable to all County departments that are responsible for financing, planning, designing, developing, constructing, and operating County-owned facilities and buildings, including their design consultants and their contractors.

Policy

It is the Policy of the Board of Supervisors to finance, plan, design, construct, operate, renovate, maintain, and ultimately decommission its facilities and buildings to be sustainable. New facility construction, additions, and major renovations with an occupied area greater than 10,000 SF shall be designed and built under the LEED program, shall be guided by a LEED certified professional, and shall strive to achieve the following, at a minimum:

- Achieve LEED Gold certification
- Incorporate solar and EV readiness features

- Provide an on-site renewable energy generation component, as practicable, with supplemental off-site renewable energy generation as required

In addition, for all projects beginning design in FY 2021 or later, all buildings shall achieve:

- Minimum of 30% energy performance improvement for new construction, and 25% for major renovations, as demonstrated by cost.
- Reduction in Greenhouse Gas (GHG) emissions of 32% for new construction, and 24% for major renovations.

For all projects beginning design in FY 2024, or later, all buildings shall achieve:

- Minimum of 40% energy performance improvement for new construction, and 35% for major renovations, as demonstrated by cost.
- Reduction in Greenhouse Gas (GHG) emissions of 65% for new construction, and 50% for major renovations.

For all projects beginning design in FY 2027, all buildings shall achieve:

- Minimum of 50% energy performance improvement for new construction, and 45% for major renovations, as demonstrated by cost.
- Reduction in Greenhouse Gas (GHG) emissions of 100% for new construction, and 80% for major renovations.

For all projects beginning in FY 2031 or later, all buildings shall achieve:

- NZE by demonstrating that the amount of energy consumed by the building every year will be supported by an amount of energy produced by on-site renewable energy generation, to the extent practicable, to be supplemented with off-site energy generation as needed.

These energy performance values apply to buildings over 10,000 SF and shall be calculated using the most current version of LEED/ANSI/ASHRAE 90.1/IESNA in effect at the time of the project's design. County staff shall continuously strive to exceed the achievement levels and timelines outlined in this policy for energy reduction, GHG reduction, and implementing on and off-site renewable energy generation.

This policy shall apply to all building projects funded from county sources. In addition, all co-located county and county-funded facilities shall be designed and constructed to work in tandem to maximize the energy goals of the individual buildings. New facility construction, additions, and major renovations with an occupied area of 5,000 SF to 10,000 SF, are to incorporate the following: 1) be designed and built under the LEED program, 2) engage a LEED Certified professional, 3) be registered with LEED, 4) shall strive to achieve LEED Certified level, and 5) strive to achieve reductions in energy performance and GHG emissions, and incorporate renewable energy sources.

Variance from this policy will be evaluated on a case-by-case basis. Variance from the policy standards and/or energy goals will be determined by the Director, Office of Environmental and Energy Coordination or by the Department Director responsible for design and construction management. Any building or facility that has been approved for a variance from this policy shall follow LEED design process and guiding principles. If a renovation or expansion project does not include the scope of work

necessary to pursue the policy goals, the target energy performance and/or is ineligible for LEED certification, the project will be exempt from the Policy or eligible for a variance.

This Policy recognizes that certain project types, such as single family, townhouse and low-rise multi-family facilities of residential use group, parking structures, industrial facilities, non-conditioned spaces, and other low occupancy facilities, that may not be practically conducive to attaining this Policy's LEED achievement goals, shall be developed under the LEED program. Such projects may be exempted from the expectation to attain a specific LEED certification level and may be eligible for a variance of the energy and GHG reduction requirements. Single family, townhouse and low-rise multi-family facilities of residential use group will be required to meet the ENERGY STAR qualification for homes, in lieu of a requirement for a specific level of certification under the LEED program. Other facility projects that cannot practically meet this Policy's LEED achievement goals, due to unique factors or extenuating circumstances, shall be eligible for consideration of an exception or variance under this Policy. Written documentation detailing the extenuating reasons for an exception or variance shall be submitted to the appropriate department director, for approval, including an evaluation of whether the building can meet required LEED achievement and energy performance improvement levels. The department director shall provide a written response accepting or denying the exception request, including a determination of what level of LEED achievement and certification will be required.

A summary of these Policy applications for project over 10,000 SF is included in the table below:

SUMMARY OF POLICY GOALS				
Year(s)	Construction (New/Major Renovation)	Minimum Energy Performance	Minimum GHG Reduction	Minimum Certification Rating
FY 2021	New	30%	32%	Gold
	Renovation	25%	24%	Gold
FY 2024	New	40%	65%	Gold
	Renovation	35%	50%	Gold
FY 2027	New	50%	100%	Gold
	Renovation	45%	80%	Gold
FY 2031	New	NZE	NZE	Gold
	Renovation	NZE	NZE	Gold

Fairfax County will carry out its commitment to this Policy by assuring that County personnel who administer projects fully understand sustainable development principles and by requiring the selected design teams to maintain and employ these principles through every phase of design, construction, and operations planning. Criteria for choosing designers, architects, engineers, construction manager, and consulting teams shall include demonstrated knowledge of sustainable development practices in their specific fields and knowledge of the LEED rating system, Life Cycle Cost Analysis, Value Engineering, energy codes, and energy modeling.

This Policy shall be applicable to all County facility projects as defined herein, for which project scope and budget approvals are enacted after the effective date of the Policy. All currently, active County facility projects shall have a goal of meeting this Policy; however, it is recognized that certain active projects may not be able to fully comply with this Policy due to the pre-established funding constraints, and based on already advanced stages of design or construction. At no time shall this Policy take

precedent over building codes or other regulatory requirements. This Policy recognizes the primary scope, goal and intent of the capital project is as defined by the Capital Improvement Program (CIP). This Policy shall be re-evaluated in a timeframe not to exceed three years.

This Policy also commits the County to an ongoing program for monitoring and analysis of actual building energy performance data; identifying existing buildings as priority candidates for systems recommissioning; recommissioning of priority buildings with initial focus on buildings previously certified by LEED; and for more proactive management of building systems and controls. Proactive management of building energy data, systems and controls, and periodic re-commissioning are necessary to optimize the cost, energy, and GHG saving benefits of the systems, and recover the first cost investment. This requires a recurring investment to analyze energy consumption and adjust electronic controls for major building systems and equipment.

Budgeting and Financing

All capital projects subject to this Policy shall include funding to meet the requirements of the Policy. Additional funding may be required to adjust previously approved budgets for projects in the design and construction phases to achieve the updated Policy requirements. Ongoing, life cycle utility budgets may need to be adjusted to address the need for utilizing off-site renewable energy to meet the updated Policy requirements. If it is determined that additional funding is required to meet this policy, the department responsible for design and construction management shall forward the additional funding request to Office of Environmental and Energy Coordination and Department of Management and Budget.

Procedures and Responsibilities

The Directors of all County Departments whose responsibilities include planning, designing, constructing, renovating, operating, maintaining, or decommissioning County-owned facilities shall be responsible for ensuring that facilities and buildings comply with this Policy. Affected Directors of County Departments shall be responsible for and reporting on the implementation of this Policy, annually.

ACTION - 8

Approval of a Parking Reduction for Dominion Square West – Buildings C-5 & C-6 Multi-Family Development (Hunter Mill District)

ISSUE:

Board of Supervisors (Board) approval of a minimum 17.2 percent reduction (89 fewer spaces) of the required parking for the Dominion Square West multi-family development and community center, 2023 Tax Map 29-3 ((1)) 2D (Property). The Board can also approve a maximum 29.3 percent reduction (151 fewer spaces) if off-site parking is made available for the subject site.

RECOMMENDATION:

The County Executive recommends that the Board approve a parking reduction for Dominion Square West multi-family development pursuant to provisions in the Fairfax County Zoning Ordinance (Ordinance) based on the site's location proximate to Metrorail, as demonstrated in the parking study #8865-PKS-001, subject to the conditions in Attachment I.

TIMING:

Board action is requested on June 27, 2023.

BACKGROUND:

The applicant, Arlington Partnership for Affordable Housing (APAH), secured approval for a Proffered Condition Amendment (PCA 2011-HM-012) and Conceptual Development Plan Amendment (CDPA 2011-HM-012) in 2019 for Buildings C-5 and C-6. The applicant proposes construction of two affordable multifamily buildings on the site.

The proposed site is unique to Tysons West as the first entirely affordable development in the area. As detailed in the national parking data from Parking Generation, 5th Edition, published by the Institute of Transportation Engineers, affordable housing uses have a lower parking demand than market rate multifamily development. Other nearby jurisdictions and national urban areas have provided for a standard parking reduction for affordable housing uses ranging from 30-50% from the standard market rate requirements depending on the level of affordability.

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Further, APAH completed a parking study in 2018 covering a portfolio of 1,157 units throughout Arlington County ranging in distance from Metrorail. The occupancy data was collected between 12:00 AM and 3:00 AM to capture peak occupancy of each residential development. The data indicated approximately 0.55 occupied parking spaces per unit. The buildings only utilized approximately 70% of the parking supply. Based on data limited to sites located within ½ mile of Metrorail, the parking demand is further reduced. The data indicated approximately 0.5 occupied spaces per unit utilizing only 66% of the parking supply.

In conjunction with the residential building construction, Fairfax County Neighborhood and Community Services (NCS) intends to construct a community center on the site. This use will also be included in the proposed parking reduction. In addition to a minimum number of spaces to be provided for each site use, APAH and NCS intend to share 65 spaces on-site to address peak demand needs for each use. Peak demand for the residential is expected to occur overnight and any overflow parking for NCS will occur during the day.

Further, if off-site parking is made available to the owners prior to site plan approval for the development, an additional reduction may occur. For full development of the site, a minimum parking reduction of 17.2 percent is requested. However, if off-site parking supplies become available to serve these buildings before the on-site parking is approved for construction, the parking reduction can be as much as 29.3 percent. The conditions in Attachment I discuss this flexibility.

The reduction request is based on the proximity of mass transit facilities. The proposed development is located in the Tysons Corner Urban Center, Tysons West District. It is within ¼ mile of the entrance to the Spring Hill Metro Station on the Silver Line. The station can be accessed on foot via Spring Hill Road. A comparison of the Ordinance-required parking and proposed parking is shown below.

Table 1. Comparison of Ordinance Required and Proposed Parking under Development Plan for
Dominion Square West – Buildings C-5 & C-6

Land Use	Proposed Size	Rate Required by Ordinance	Minimum Ordinance Required Parking	Maximum Ordinance Required Spaces	Proposed Minimum Number of Spaces	Proposed Reduction
Multi-Family Residential	516 units	1.0 spaces/unit	516 spaces	822 spaces	0.58 spaces/unit ¹ (or 300 spaces) or 0.7 spaces/unit ² (or 362 spaces)	
Community Center	33,000 square feet	The PTC-zoned site has no minimum requirement	0 spaces	140 spaces	0 spaces	
Shared Spaces					0.127 spaces/unit	
TOTAL-1 w/ Off-Site Parking¹			516 spaces	962 spaces	0.707 spaces/unit (or 365 spaces)	29.3%
TOTAL-2 w/o Off-Site Parking²			516 spaces	962 spaces	0.827 spaces/unit (or 427 spaces)	17.2%

¹**TOTAL-1** is the minimum number of on-site spaces required if a minimum of 0.12 spaces/unit are available off-site prior to project site plan approval. On-site parking would require a minimum of 0.58 spaces/unit for residential plus 0.127 spaces/unit to be shared which equates to 0.707 spaces/unit (or 365 on-site spaces).

²**TOTAL-2** is the minimum number of on-site spaces required based on a minimum of 0.7 spaces/unit for residential plus 0.127 spaces/unit to be shared which equates to 0.827 spaces/unit (or 427 on-site spaces).

This recommendation reflects a coordinated review by the Department of Planning and Development, Office of the County Attorney and Land Development Services (LDS).

EQUITY IMPACT:

The proposed reduction supports a quality-built environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner. This includes mixes of land use that protects existing stable neighborhoods and green spaces, supports sustainability, supports a high quality of life, and promotes employment opportunities, housing, amenities, and services for all people. It also promotes a healthy and quality environment to live and work in that acknowledges the need to breathe clean air and to drink clean water now and for future generations. Further, it is consistent with a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health.

The proposed reduction addresses these values by being a component of an effort to reduce auto travel and enhance environmental benefits by de-emphasizing ample, free parking. Providing parking utilizes land resources that could be better used to provide more compact, walkable development. When walkable locales are provided, behavioral changes occur that support use of non-auto travel modes such as walking and micromobility devices, examples include bicycles and scooters. Reducing incentives to drive because parking is freely available reduces emissions, which is the primary source of pollution in our region.

At this site, rail transit facilities will be available within walking distance of the development. Also, retail, dining, employment, and entertainment options are available within one-half mile of the subject site. These options reduce the need for auto ownership and the impacts additional driving can cause to the environment. Further, the subject building is being constructed on an existing surface parking lot, which repurposes impervious surface and creates opportunities for better management of stormwater runoff.

In addition, the provision of less parking enhances affordability, creating more equitable opportunities for housing. The cost of providing parking can be a barrier to entry for both providers and residents. This is particularly true in high density areas of the County where land and parking construction costs are much higher. These costs must be incorporated into the value of the property, pushing higher rents and other housing costs. If parking requirements are reduced or eliminated, the cost to provide parking can be minimized which allows lower residential rental or purchase costs. It also allows affordable projects to meet financial criteria for their construction.

FISCAL IMPACT:

None.

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ENCLOSED DOCUMENTS:

Attachment I – Parking reduction conditions dated May 12, 2023

Attachment II – Parking reduction request (8865-PKS-001) submitted by Wells and Associates

STAFF:

Rachel Flynn, Deputy County Executive

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

Matthew Hansen, P.E., Chief, Site Development and Inspection Division (SDID), LDS

Jeff Vish, P.E., Central Branch Chief, SDID, LDS

Michael Davis, Parking Program Manager, SCRD, LDS

ASSIGNED COUNSEL:

E. Hayden Coddington, Assistant County Attorney

ATTACHMENT I

PARKING REDUCTION CONDITIONS

May 12, 2023

1. These conditions apply to the current owner, their successors and assigns (hereinafter "owner") of the parcels identified on 2023 Tax Map 29-3 ((1)) 2D.
2. A minimum of 0.827 spaces per Dwelling Unit (DU) must be provided for the off-street parking spaces for the residential and community center uses in Buildings C-5 and C-6. This will be comprised of 0.7 spaces per DU for exclusive residential use and 0.127 spaces per DU that will be shared spaces for the site uses.
3. If a minimum of 0.12 spaces per DU are made available off-site to the owners to supplement the on-site parking supply, the on-site parking requirement for the uses in Condition #2 may be further reduced to a minimum of 0.707 spaces per DU. This will be comprised of 0.58 spaces per DU for exclusive residential use and 0.127 spaces per DU that will be shared spaces for the site uses.
4. Parking for any uses not listed in Condition #2 must be provided at no less than the minimum rates and no greater than the maximum rates required by the Zoning Ordinance (Ordinance).
5. The owner may, at their discretion, utilize rates required by the Ordinance in effect at the time the uses are established.
6. If the site is developed in substantial conformance with the approved development plan and associated rezoning application, then this parking reduction will remain in effect. With any amendments to the rezoning, a revision to this parking reduction may be required and be subject to approval by the Board.
7. The conditions of approval of this parking reduction must be incorporated into any site plan or site plan revision submitted to the Director of Land Development Services (Director) for approval.
8. The owner must submit a parking space utilization study for review and approval by the Director promptly upon request by the Zoning Administrator or the Director at any time in the future. Following review of that study, or if a study is not submitted within 90 days after its request, the Director may require alternative measures to satisfy the on-site parking needs of the property. Such measures may include, but are not limited to, compliance with the full parking requirements specified in the Ordinance.
9. All parking utilization studies prepared in response to a request by the Zoning Administrator or the Director must be based on applicable requirements of The Code of the County of Fairfax, Virginia, and the Ordinance in effect at the time of the study's submission.
10. All parking provided must comply with the applicable requirements of the Ordinance and the Fairfax County Public Facilities Manual, including the provisions referencing the Americans with Disabilities Act and the Virginia Uniform Statewide Building Code.

11. These conditions of approval are binding on the Owners and must be recorded in the Fairfax County Land Records in a form acceptable to the County Attorney.

WELLS + ASSOCIATES**MEMORANDUM**

TO: Michael Davis
Site Code Research and Development (SCRD)

FROM: Kevin R. Fellin, P.E.
Kathryn Morrissey, E.I.T

SUBJECT: Parking Reduction Request

RE: Dominion Square West – Buildings C-5 & C-6; Tax Map 29-3 ((1)) 2D

DATE: May 12, 2023



1420 Spring Hill Road
Suite 610,
Tysons, VA 22102
703-917-6620
WellsandAssociates.com

Purpose: The purpose of this memorandum is to submit a formal parking reduction request to Fairfax County's Parking Program Manager to reduce the minimum parking ratios for a multifamily residential use zoned Planned Tysons Corner Urban District.

Pre-Submission

Coordination: Wells + Associates (W+A) had preliminary discussions regarding the proposed parking ratio with Michael Davis prior to submittal of this request.

Applicant: Arlington Partnership for Affordable Housing (APAH)

Tysons Conceptual

Land Use Map: As depicted in the Comprehensive Plan, the subject site falls within the "Residential Mixed-Use" area of Tysons. **See Attachment 2**

Tysons Conceptual

Intensity Map: As depicted in the Comprehensive Plan, the subject site falls within a TOD district that is >1/8 to 1/4 mile from a Metrorail station entrance. **See Attachment 3**

**Filed Concurrently
with Application #:**

FDPA 2011-HM-012-02

Tax Map #: Tax Map: 29-3 ((1)) 2D

Parcel Size: ±2.0 Acres





MEMORANDUM

Parking Reduction

Request: Reduce the minimum multi-family parking ratio for “0-1 Bedroom”, “2 Bedroom”, and “3+ Bedroom” dwelling units as summarized below for two (2) options.

Option 1: It is requested that the minimum multifamily residential parking requirement be reduced to 0.58 spaces per unit (or 300 spaces) contingent on the acquisition of off-site parking agreements for 0.12 spaces per unit (or 62 off-site parking spaces). The 0.58 spaces per unit (on-site) and 0.12 spaces per unit (off-site) would result in a total parking supply of 0.7 spaces per unit (on-site and off-site) that would be exclusive to the residential uses. In addition, a minimum of 0.127 shared spaces per unit (or 65 shared “flex” spaces) will be provided on-site and shared between the residential and community center users.

As a result, a total residential parking supply equivalent to 0.827 spaces per unit would be provided based on a composite of:

0.58 spaces per unit (exclusive on-site residential spaces)
 0.12 spaces per unit (exclusive off-site residential spaces)
+ 0.127 spaces per unit (shared on-site spaces)
 0.827 spaces per unit

Beyond providing 0.827 spaces per unit, the on-site Community Center will be provided 75 spaces on-site for its exclusive use.

SCENARIO	USE Tysons TOD District (1/8 - 1/4 Mile to Metro)	CURRENT PTC REQUIREMENT		PROPOSED REQUIREMENT		PARKING REDUCTION REQUEST	
		Min	Max	Min	Max	Min	Max
Option 1	Multifamily Residential						
	0-1 Bedroom Units	1.0	1.3	0.58	1.3	-42.0%	No Change
	2 Bedroom Units	1.0	1.6	0.58	1.6	-42.0%	No Change
	3+ Bedroom Units	1.0	1.9	0.58	1.9	-42.0%	No Change
	Community Center	0.0	1 space per 3 persons based on the occupancy load, plus 1 space per employee on major shift	0.0	1 space per 3 persons based on the occupancy load, plus 1 space per employee on major shift	0%	No Change

- (1) Residential parking ratios are per dwelling unit (DU).
- (2) Assumes acquisition of 62 off-site parking spaces or 0.12 off-site spaces/DU. This equates to a total minimum on/off-site residential parking requirement of **0.70 spaces/DU** that are dedicated for residential use only.
- (3) Assumes that in addition to 0.58 residential spaces/DU on-site, an additional 0.127 spaces/DU will be provided on-site to be shared between the Residential and Community Center uses. This equates to a loaded (dedicated&shared) minimum residential parking ratio of **0.707 spaces/DU** for the on-site spaces and **0.827 spaces/DU** when including the on- and off-site spaces.
- (4) The shared (flex) spaces would include, but not limited to, the following users: daily residential visitors, overnight residential visitors, daily Community Center users, as well as occasional Community Center events that are scheduled to occur during daytime periods that may include utilization of all 65 spaces.
- (5) Assumes the Community Center will be parked with 75 dedicated spaces that will be located on-site.

MEMORANDUM

Option 2: In the event that off-site residential parking spaces are not able to be secured, the Applicant requests the multifamily residential minimum parking requirement be reduced to 0.7 spaces per unit (or 362 spaces). In addition, a minimum of 0.127 shared spaces per unit (or 65 shared “flex” spaces) will be provided on-site and shared between the residential and community center users.

As a result, a total residential parking supply equivalent to 0.827 spaces per unit would be provided based on a composite of:

0.7 spaces per unit (exclusive on-site residential spaces)
+ 0.127 spaces per unit (shared on-site spaces)
 0.827 spaces per unit

Beyond providing 0.827 spaces per unit, the on-site Community Center will be provided 75 spaces on-site for its exclusive use.

SCENARIO	USE Tysons TOD District (1/8 - 1/4 Mile to Metro)	CURRENT PTC REQUIREMENT		PROPOSED REQUIREMENT		PARKING REDUCTION REQUEST	
		Min	Max	Min	Max	Min	Max
Option 2	Multifamily Residential						
	0-1 Bedroom Units	1.0	1.3	0.70	1.3	-30.0%	No Change
	2 Bedroom Units	1.0	1.6	0.70	1.6	-30.0%	No Change
	3+ Bedroom Units	1.0	1.9	0.70	1.9	-30.0%	No Change
	Community Center	0.0	1 space per 3 persons based on the occupancy load, plus 1 space per employee on major shift	0.0	1 space per 3 persons based on the occupancy load, plus 1 space per employee on major shift	0%	No Change

(1) Residential parking ratios are per dwelling unit (DU).

(2) Assumes that in addition to 0.7 residential spaces/DU that are dedicated to be on-site for residential use only, an additional 0.127 spaces/DU will be provided on-site to be shared between the Residential and Community Center uses. This equates to a loaded (dedicated&shared) minimum residential parking ratio of **0.827 spaces/DU** for the on-site spaces.

(3) The shared (flex) spaces would include, but not limited to, the following users: daily residential visitors, overnight residential visitors, daily Community Center users, as well as occasional Community Center events that are scheduled to occur during daytime periods that may include utilization of all 65 spaces.

(4) Assumes the Community Center will be parked with 75 dedicated spaces that will be located on-site.

Site Location: Buildings C-5 & C-6 are located on the west side of Spring Hill Road, south of Leesburg Pike (Route 7) within the Tysons Corner Urban Center, Tysons West District, in Area II of Fairfax County’s Comprehensive Plan. **See Attachment 1**

TOD District: The subject site is located within a Tysons designated Transit Oriented Development District that is quantified by the Comprehensive Plan as being >1/8 mile – 1/4 mile to a Metrorail Station entrance.

MEMORANDUM

Buildings C-5 & C-6

Development

Program: ±516 Multi-Family Dwelling Units (DU)

- ±112 DU (0-1 Bedroom, 21%)
- ±306 DU (2 Bedrooms, 60%)
- ±98 DU (3+ Bedrooms, 19%)

±33,000 square feet of gross floor area (GFA) Community Center

Site Layout: See Attachment 4

Proposed Uses

Subject to

Parking Reduction: Multi-Family 0-1, 2, and 3+ bedroom DUs. The community center will be parked separately and meet the code requirements.

The Community Center use has a PTC minimum parking requirement of zero (0) spaces and as a result will not require any modification to its existing PTC parking requirements.

Background:

Dominion Square East and West combine for a 20 AC +/- mixed-use, transit-oriented development located at the Spring Hill Metro Station in Tysons, Virginia. Overall, the master plan calls for nearly 2 million sf of commercial office space, 200,000 sf of retail, along with 1,600 residential units.

The proposed Final Development Plan (FDP) is for Building C-6 within the approved Dominion Square West Conceptual Development Plan (CDP) and rezoning application (RZ 2011-HM-012). Following the rezoning approval, a Proffered Condition Amendment (PCA 2011-HM-012) and Conceptual Development Plan Amendment (CDPA 2011-HM-012) were approved in 2019 for Buildings C-5 and C-6.

The site is located on the west side of Spring Hill Road, south of Leesburg Pike (Route 7). The property is located in the Tysons Corner Urban Center, Tysons West District, in Area II of Fairfax County's Comprehensive Plan. The property is further identified as Tax Map 29-3 ((1)) 2D. The property is currently developed with a surface parking utilized by the adjacent car dealerships.

As part of the original approval, a traffic impact study and subsequent phasing analysis were completed for the entire Dominion Square West project as well as two (2) adjacent coordinated developments, Dominion Square East and Sunburst at Spring Hill Metro. That study was ultimately accepted by the Fairfax County Department of Transportation and the Virginia Department of Transportation.

MEMORANDUM

Buildings C-5 & C-6 Parking Requirements

SCENARIO	USE Tysons TOD District (1/8 - 1/4 Mile to Metro)	Amount	Units	CURRENT PTC REQUIREMENT		PTC REQUIRED (SPACES)	
				Min	Max	Min	Max
Current PTC	Multifamily Residential						
	0-1 Bedroom Units	112	DU	1.0	1.3	112.0	145.6
	2 Bedroom Units	306	DU	1.0	1.6	306.0	489.6
	3+ Bedroom Units	98	DU	1.0	1.9	<u>98.0</u>	<u>186.2</u>
						516.0	821.4
	Community Center	33,000	GFA	0.0	1 space per 3 persons based on the occupancy load, plus 1 space per employee on major shift	0.0	140
Total PTC Code Required Spaces						516	962

(1) Current parking ratios from Article 6 - Table 6102.1 of Fairfax County's Zoning Ordinance.

(2) The maximum parking requirement of 140 spaces obtained from the FDPA and County staff.

SCENARIO	USE Tysons TOD District (1/8 - 1/4 Mile to Metro)	Amount	Units	CURRENT PTC REQUIREMENT		PTC REQUIRED (SPACES)		
				Min	Max	Min	Max	
Option 1	Multifamily Residential (1)							
	0-1 Bedroom Units	112	DU	0.58	1.3	65.0	145.6	
	2 Bedroom Units	306	DU	0.58	1.6	177.5	489.6	
	3+ Bedroom Units	98	DU	0.58	1.9	<u>56.8</u>	<u>186.2</u>	
						299.3	821.4	
	Community Center (2)	33,000	GFA	0.0	1 space per 3 persons based on the occupancy load, plus 1 space per employee on major shift	0.0	140	
	Shared (Flex) Spaces		(3) (4)				65.0	0
Total Proposed Spaces						365	962	
Difference (Proposed minus Code)						(151)	0	

(1) Residential parking ratios are per dwelling unit (DU).

(2) Assumes the Community Center will be parked with 75 dedicated spaces that will be located on-site.

(3) Assumes acquisition of 62 off-site parking spaces or 0.12 off-site spaces/DU. This equates to a total minimum on/off-site residential parking requirement of **0.70 spaces/DU** that are dedicated for residential use only.

(4) Assumes that in addition to 0.58 residential spaces/DU on-site, an additional 0.127 spaces/DU will be provided on-site to be shared between the Residential and Community Center uses. This equates to a loaded (dedicated&shared) minimum residential parking ratio of **0.707 spaces/DU** for the on-site spaces and **0.827 spaces/DU** when including the on- and off-site spaces.

(5) The shared (flex) spaces would include, but not limited to, the following users: daily residential visitors, overnight residential visitors, daily Community Center users, as well as occasional Community Center events that are scheduled to occur during daytime periods that may include utilization of all 65 spaces.

SCENARIO	USE Tysons TOD District (1/8 - 1/4 Mile to Metro)	Amount	Units	CURRENT PTC REQUIREMENT		PTC REQUIRED (SPACES)	
				Min	Max	Min	Max
Option 2	Multifamily Residential (1)						
	0-1 Bedroom Units	112	DU	0.70	1.3	78.4	145.6
	2 Bedroom Units	306	DU	0.70	1.6	214.2	489.6
	3+ Bedroom Units	98	DU	0.70	1.9	68.6	186.2
						361.2	821.4
	Community Center (2)	33,000	GFA	0.0	1 space per 3 persons based on the occupancy load, plus 1 space per employee on major shift	0.0	140
	Shared (Flex) Spaces	(3) (4)				65.0	0
Total Proposed Spaces						427	962
Difference (Proposed minus Code)						(89)	0

(1) Residential parking ratios are per dwelling unit (DU).

(2) Assumes the Community Center will be parked with 75 dedicated spaces that will be located on-site.

(3) Assumes that in addition to 0.7 residential spaces/DU that are dedicated to be on-site for residential use only, an additional 0.127 spaces/DU will be provided on-site to be shared between the Residential and Community Center uses. This equates to a loaded (dedicated&shared) minimum residential parking ratio of **0.827 spaces/DU** for the on-site spaces.

(4) The shared (flex) spaces would include, but not limited to, the following users: daily residential visitors, overnight residential visitors, daily Community Center users, as well as occasional Community Center events that are scheduled to occur during daytime periods that may include utilization of all 65 spaces.

MEMORANDUM

Overall Parking Supply:

The site's overall parking supply will be equal to or between the proposed minimum and the current PTC maximum required spaces. Parking will be primarily provided entirely within structured garages beneath Buildings C-5 & C-6. The Applicant has proposed two (2) parking options.

Option 1: The Applicant requests a minimum multifamily residential parking requirement to be reduced to 0.58 spaces per unit (± 300 space) contingent on the acquisition of an off-site agreement for 0.12 spaces per unit (or ± 62 parking spaces). In addition, the on-site garage will provide the equivalent of 0.127 spaces per unit (or ± 65 spaces) that will be shared between the residential and Community Center. The Community Center will be provided 75 spaces on-site for their exclusive use.

Option 2: If the off-site parking spaces cannot be secured, the Applicant requests the minimum multifamily residential parking requirement be reduced to 0.7 spaces per unit (or ± 362 spaces). In addition, the on-site garage will provide the equivalent of 0.127 spaces per unit (or ± 65 spaces) that will be shared between the residential and Community Center. The Community Center will be provided 75 spaces on-site for their exclusive use.

Proposed Minimum Parking Supply

Scenario	Use	Proposed Ratio		Proposed Spaces
Current PTC Zoning Requirements	Multifamily Residential	PTC Min		516 spaces
	Community Center	PTC Max		<u>140 spaces</u>
		Total		656 spaces
Option 1	Multifamily Residential	0.58	spaces/DU	300 on-site spaces
		<u>0.12</u>	spaces/DU	<u>62 off-site spaces</u>
		0.7	spaces/DU	362 on&off site spaces
		<u>0.127</u>	spaces/DU	<u>65</u> on-site spaces
	Shared "Flex" Spaces	0.827	spaces/DU	427 on&off site spaces
	Community Center	Between PTC Min & Max		75 on-site spaces
		Total On-Site		440 spaces
		Total Off-Site		<u>62 spaces</u>
		Total On&Off Site Spaces		502 spaces
Option 2	Multifamily Residential	0.7	spaces/DU	362 on-site spaces
	Shared "Flex" Spaces	<u>0.127</u>	spaces/DU	<u>65</u> on-site spaces
		0.827	spaces/DU	427 on-site spaces
	Community Center	Between PTC Min & Max		75 on-site spaces
		Total On-Site		502 spaces

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MEMORANDUM

Comparison between Zoning Ordinance and Proposed Parking:

Option 1

Land Use	Amount	PTC Minimum Rate Required by Ordinance	PTC Minimum Required Parking by Ordinance	Proposed Minimum Rates	Proposed Minimum # of Spaces	Proposed Reduction
Multifamily Residential On-site shared spaces	516 DU	1.0 spaces/DU	516 spaces	0.58 spaces/DU 0.127 spaces/DU	300 spaces 65 spaces	---- ----
TOTAL ON-SITE			516 spaces	0.707 spaces/DU	365 spaces	29.3%
Off-site residential spaces				0.12 spaces/DU	62 spaces	
TOTAL (w/ off-site parking)				0.827 spaces/DU	427 spaces	

Option 2

Land Use	Amount	PTC Minimum Rate Required by Ordinance	PTC Minimum Required Parking by Ordinance	Proposed Minimum Rates	Proposed Minimum # of Spaces	Proposed Reduction
Multifamily Residential On-site shared spaces	516 DU	1.0 spaces/DU	516 spaces	0.7 spaces/DU 0.127 spaces/DU	362 spaces 65 spaces	---- ----
TOTAL ON-SITE			516 spaces	0.827 spaces/DU	427 spaces	17.2%



MEMORANDUM

Zoning District: The referenced property is currently zoned PTC (Planned Tysons Corner Urban District) that permits the subject uses of Buildings C-5 & C-6.

Existing Parking Reductions: There are no existing parking reductions in place for any of the existing or approved/unbuilt uses associated with Dominion Square West beyond current PTC parking requirements.

Parking Reduction Request Basis: The County's Zoning Ordinance states:

“Subject to conditions it deems appropriate, the Board may reduce the number of off-street parking spaces otherwise required by the strict application of the provisions of this Part when a proposed development is within:

A. Reasonable walking distance to a mass transit station wherein the station either exists or is programmed for completion within the same time frame as the completion of the subject development;”

Other Factors: The following is a list of other supporting factors that include National Parking Data, proffers, and other information.

1. **Proposed Shared Parking.** The proposed 0.127 space/DU of shared parking takes advantage of the natural synergy between the proposed residential and Community Center uses. Typically, residential uses realize a reduced parking demand during the mid-day periods when the Community Center may hold events, programs, and/or events. Likewise, during the evening or overnight periods, residential uses experience an increased parking demand in part as a result of residential visitors and residents returning home when at the same time the Community Center's parking demand is at a minimum. It is assumed the proposed 0.127 spaces/DU (or 65 shared/flex spaces) will primarily serve non-residents in the form of daily residential visitors, overnight residential visitors, and Community Center daily parking needs beyond their dedicated 75 spaces. In coordination ahead of time with the residential use, the Community Center may occasionally schedule events that will require all shared spaces during typical day time periods.
2. **National Parking Data.** The Institute of Transportation Engineers (ITE) Parking Generation Manual, 5th Edition was published in 2019 to provide additional information to assist analysts to forecast parking demands. It provides various parking ratios for specific land uses that were developed through numerous nationwide data collection efforts. As such, ITE published a parking supply ratio of

MEMORANDUM

0.6 spaces per dwelling unit for multifamily affordable housing sites that are considered “Dense Multi-Use Urban”. When ITE’s parking supply ratio of 0.6 spaces per dwelling unit was applied to the proposed 516 units, the resulting overall minimum parking requirement would be 310 spaces, 40% less than the required minimum parking ratio.

3. **Draft Parking Reimagined.** Fairfax County’s Parking Reimagined initiative aims to evaluate existing parking rates and determine if adjustments of parking rates to meet current demand is appropriate. In addition, the initiative is reviewing the County administration of parking regulations. Based on the Parking Reimagined November 2022 draft, a minimum and maximum off-street parking ratio of 0.3 to 0.7 spaces per bedroom for multifamily housing is suggested based on the site’s proximity to the Metro Station entrance (1/4 to 1/2 mile). When the parking supply ratios were applied to the proposed 1,024 bedrooms, the resulting overall range to satisfy the parking code requirement would be 307 to 716 spaces. The proposed minimum parking ratio of 0.7 spaces per dwelling unit equates to a minimum of 361 spaces, falling within the Parking Reimagined range. Although an additional reduction for affordability is included in the draft document, no additional reduction was applied to the above summary of parking requirements.
4. **Affordable Housing.** The proposed site is unique to Tysons West being the first entirely affordable development in the area. As detailed in the national parking data above, affordable housing uses have a lower parking demand than standard market rate multifamily. The parking ratios outline in the Comprehensive Plan were based on research, data, and analysis associated with market rate developments. Other nearby jurisdictions and national urban areas have provided for a standard parking reduction for affordable housing uses ranging from 30-50% from the standard market rate requirements depending on the level of affordability.
5. **APAH Data.** APAH completed a parking study in 2018 covering a portfolio of 1,157 units throughout Arlington County ranging in distance to the Metro. The occupancy data was collected between 12:00 AM and 3:00 AM to capture peak occupancy of each residential development. The data indicated approximately 0.55 occupied parking spaces per unit. The buildings only utilized approximately 70% of the parking supply.

Based on data limited to sites located within ½ mile of the Metro, the parking demand further reduces. The data indicated approximately 0.5 occupied spaces per unit utilizing only 66% of the parking supply.

6. **Proffer 50 - Parking Requirements.** Parking on the Property shall be provided in accordance with the parking requirements for the PTC District set forth in the

MEMORANDUM

Zoning Ordinance, and as shown on the CDP. The exact number of spaces to be provided shall be refined with approval of the FDPs and determined at the time of site plan approval based on the specific uses, number of residential units and bedroom mix. If changes in the mix of uses or residential bedroom mix result in parking greater than that anticipated on the CDP, the additional parking spaces shall be accommodated within the proposed parking structures, without increasing the height or mass of the parking structures.

7. **Proffer 54A – Parking Stipulation.** The sale or lease rates of parking spaces by the Applicant shall be “unbundled” from the purchase price or lease rate of the individual dwelling units; meaning a unit’s purchase price or lease rate shall be exclusive of parking costs. This stipulation reduces the likelihood of an owner or tenant utilizing a parking space; therefore, reducing the overall parking demand.
8. **Tysons Circulator/Metrorail Access.** The Spring Hill Metro Station, which is within ¼ mile both straight line and measured walking distance of the project site, provides access to the Silver Line and multiple Fairfax Connector routes. The connection transit network provides local and regional access to future tenants, residents, and employees.
9. **Transportation Demand Management (TDM).** Dominion Square West is subject to a robust TDM proffer (Proffer 56) that has a goal to reduce peak hour vehicle trips and support non-auto modes of transportation. The Comprehensive Plan notes that parking plans that reduce parking ratios before later phases of development are constructed as an effective TDM measure.
10. **Comprehensive Plan Guidance.** The Comprehensive Plan directs Applicants to follow the experience of successful TOD areas around the country which include limiting the amount of parking required near rail stations. The Applicant has provided local data for similar sites in Northern Virginia which have effectively reduced the parking demand through effective building management and TDM measures. Further, the Plan indicates that a parking plan for residential development within TOD Districts can justify parking levels below the minimums previously summarized from Table 6 of the Plan. The Plan emphasizes a site’s proximity to transit service, nearby mix of uses, and appropriate multimodal facilities reduce the need for parking supply in the development. The requested parking reduction is consistent with guidance in the Plan.

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MEMORANDUM

Impact to the

Adjacent Area: The County's Zoning Ordinance states a parking reduction based on unique characteristics *"will not adversely affect the site or the adjacent area,* including potential impacts on existing overflow parking in nearby neighborhoods."

Given the parking reduction is located within the Tysons Urban Center TOD District, County staff strongly urges Applicants to provide the fewest parking spaces needed to adequately support the uses.

Please see the contact information below if you have any questions or might require any additional materials.

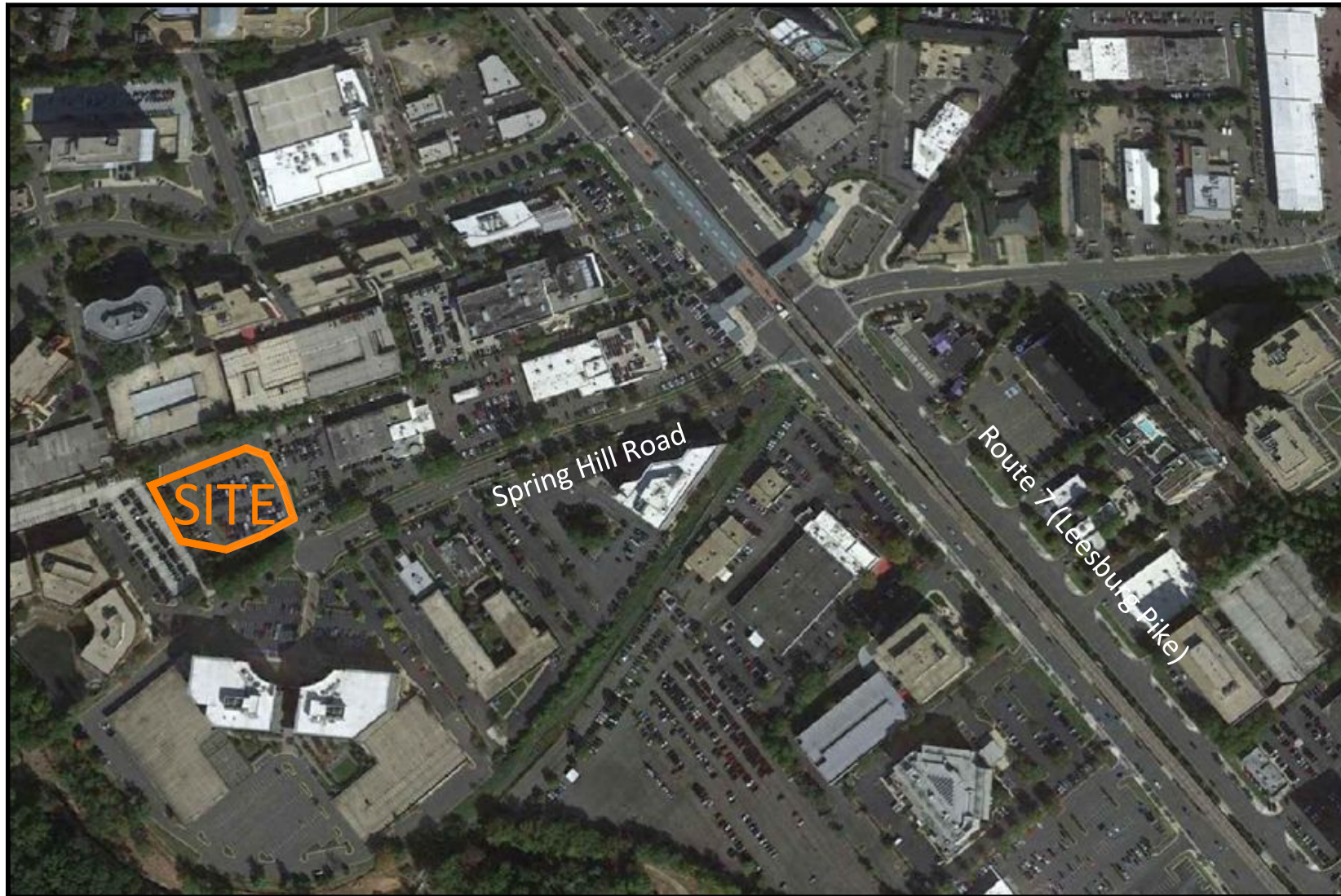
Contact

Information:

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703-676-3652

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mcrispell@apah.org
571.800.9511





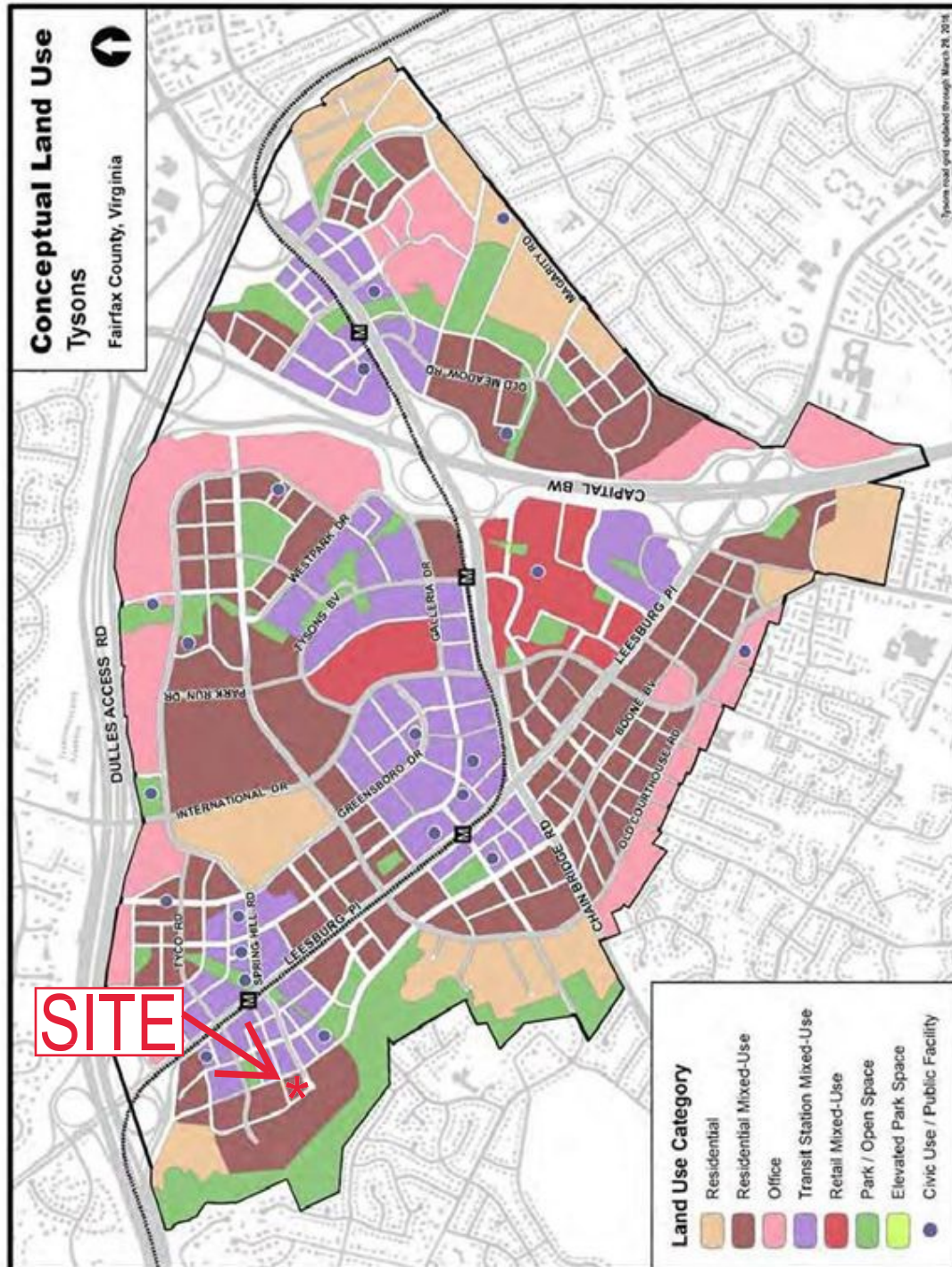
Attachment 1
Site Location Map



NORTH

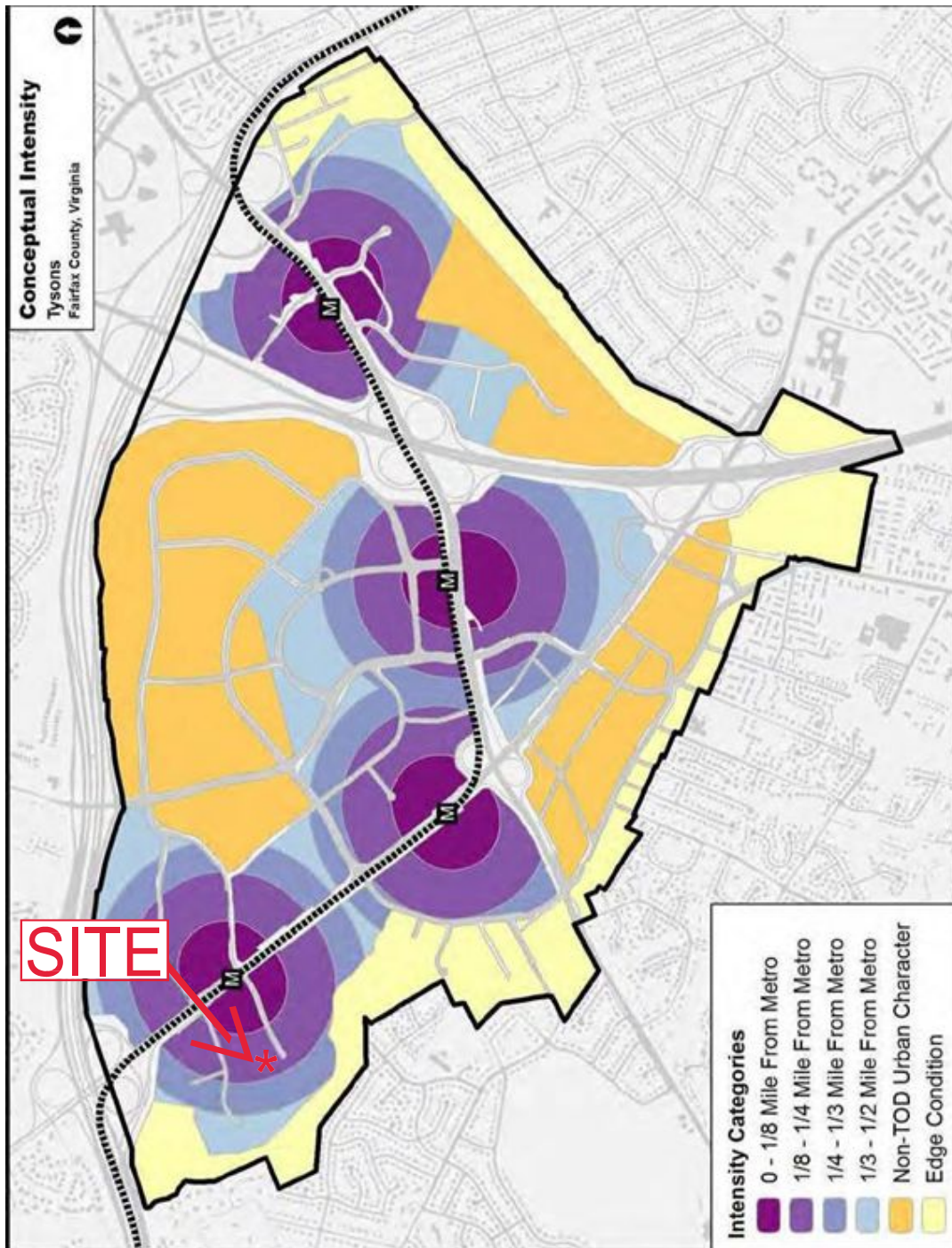
Dominion Square West - Building C-6
Fairfax County, Virginia





MAP 3

Note: Planned park spaces are shown conceptually on Map 9.



MAP 4

CONSISTANT



SEAL & SIGNATURE

DOMINION SQUARE
BUILDING C5 & C6
HUNTER MILL DISTRICT
FAIRFAX, VIRGINIA 22182
FDPA SUBMISSION
APAH

KEY PLAN

REVISIONS
NO. DATE DESCRIPTION

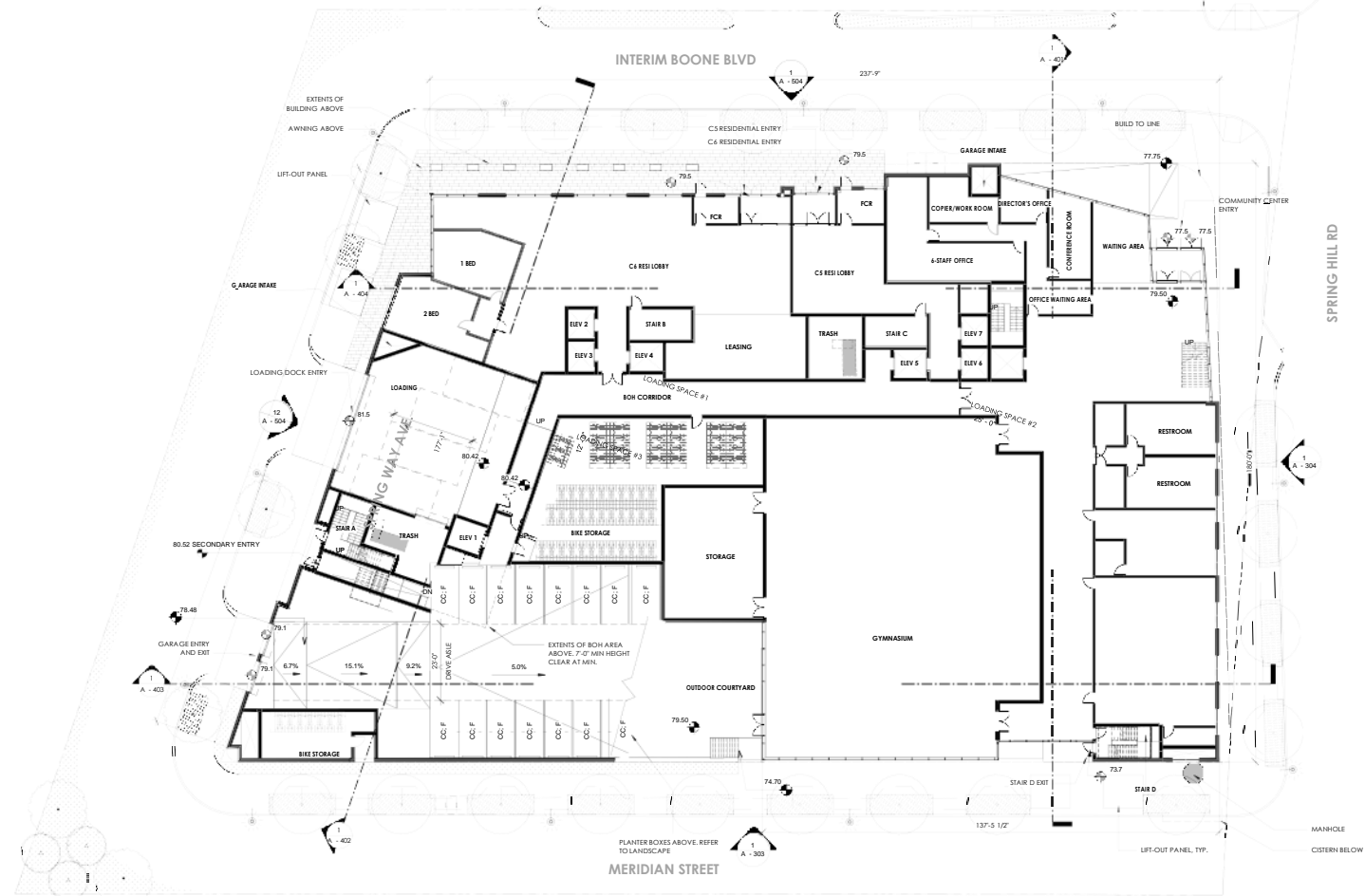
ISSUE
DATE DESCRIPTION
06.23.22 2ND FDPA SUBMISSION

PROJECT NUMBER 21035 + 21075
DATE 06.23.2022

SCALE As indicated
DRAWING TITLE FIRST LEVEL FLOORPLAN

DRAWING NUMBER **A - 201**
AS SHOWN - 11/20/2021 AM

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1 FIRST LEVEL FLOORPLAN
A - 201 SCALE: 1/16" = 1'-0"



- NOTE:
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 2. INTERIOR LAYOUTS ARE SUBJECT TO MODIFICATIONS, PROVIDED THAT THE OVERALL DESIGN STRATEGY AND SQUARE FOOT AREAS ARE MAINTAINED AND IN SUBSTANTIAL CONFORMANCE WITH THE FDPA. THE INTERIOR LAYOUTS ARE SHOWN FOR PLANNING PURPOSES AND ARE SUBJECT TO ADJUSTMENT AND REFINEMENT WITH FINAL ENGINEERING AND ARCHITECTURAL DESIGN SO LONG AS THEY REMAIN IN SUBSTANTIAL CONFORMANCE WITH THE FDPA.
 3. MECHANICAL PENETRATION ENCLOSURES ARE APPROXIMATELY 30" HIGH AND ARE SUBJECT TO ADJUSTMENT AND REFINEMENT WITH FINAL ENGINEERING AND ARCHITECTURAL DESIGN SO LONG AS THEY REMAIN IN SUBSTANTIAL CONFORMANCE WITH THE FDPA.
 4. SUB & ROOF ELEVATIONS ARE SUBJECT TO CHANGE WITH FINAL DESIGN BUT WILL NOT EXCEED MAXIMUM HEIGHT LISTED. SEE LANDSCAPE DRAWINGS FOR EXTENT OF COURTYARD, ROOF, AND STREETSCAPE DESIGN.
 5. SEE CIVIL DRAWINGS FOR STORM WATER MANAGEMENT AND STREET DESIGN.
 6. PARKING SPACE LAYOUT IS SUBJECT TO CHANGE WITH FINAL ARCHITECTURAL DESIGN BUT WILL NOT EXCEED MAXIMUM LIMITS LISTED.



DOMINION SQUARE
BUILDING C5 & C6
HUNTER MILL DISTRICT
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REVISIONS
NO. DATE DESCRIPTION

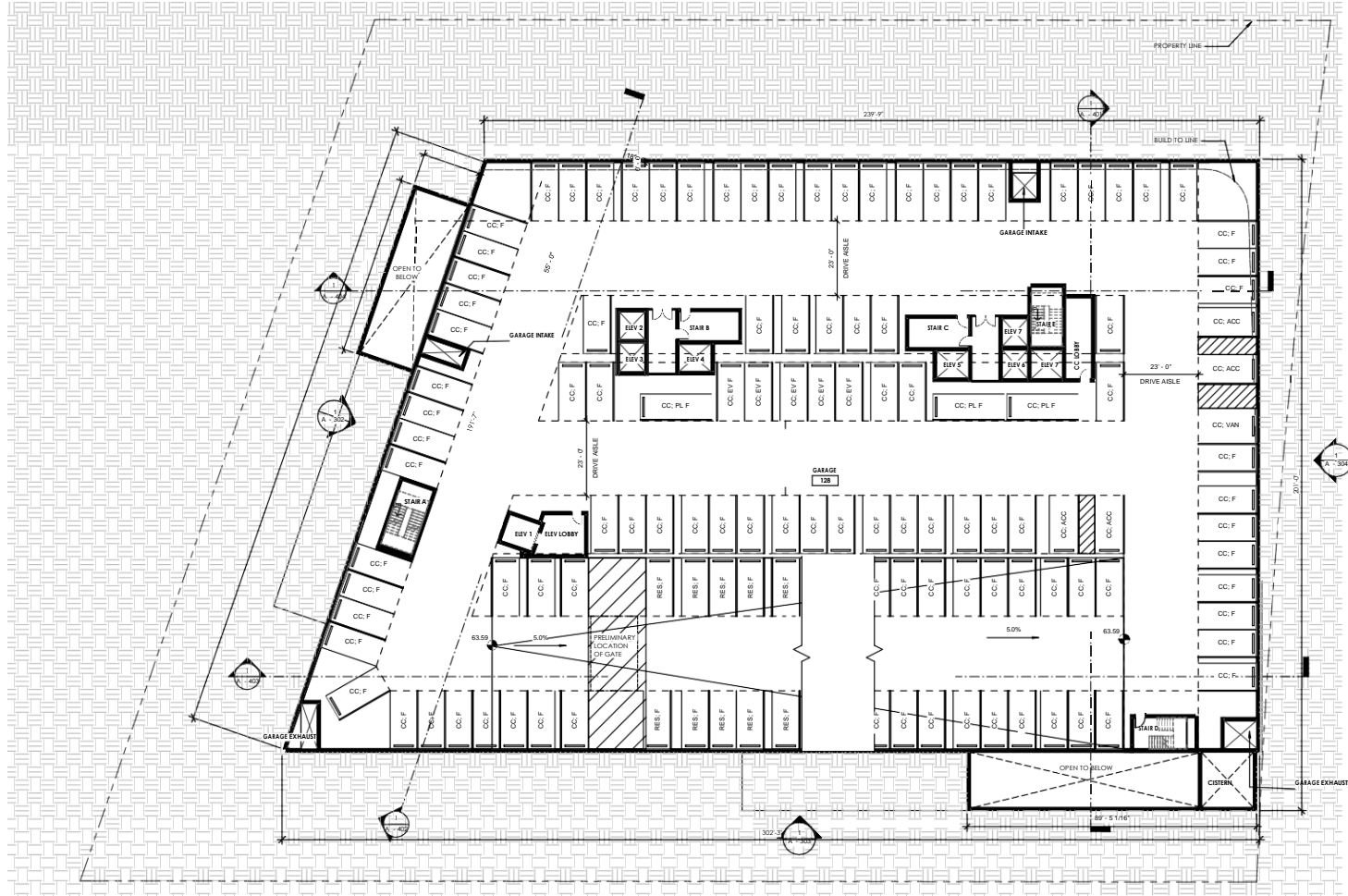
ISSUE
DATE DESCRIPTION
06.23.22 2ND FDPA SUBMISSION

PROJECT NUMBER 21035 + 21075
DATE 06.23.2022

SCALE As indicated

P1 LEVEL FLOORPLAN

DRAWING NUMBER **A - 199**

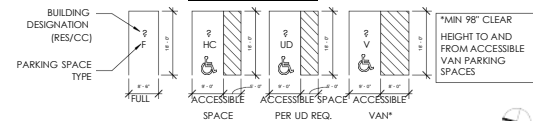


P1 LEVEL FLOORPLAN

A - 199 SCALE: 1/16" = 1'-0"



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Parking Schedule			
LEVEL	BLDG USE	MARK	COUNT
RES			
PARKING LEVEL P5	RES	F	72
PARKING LEVEL P4	RES	F	138
PARKING LEVEL P3	RES	ACC	4
PARKING LEVEL P3	RES	EV F	8
PARKING LEVEL P2	RES	F	125
PARKING LEVEL P2	RES	ACC	5
PARKING LEVEL P2	RES	F	131
PARKING LEVEL P2	RES	VAN	2
PARKING LEVEL P1	RES	F	31
RES S14	CC		
PARKING LEVEL P1	CC	ACC	4
PARKING LEVEL P1	CC	EV F	5
PARKING LEVEL P1	CC	F	124
PARKING LEVEL P1	CC	VAN	1
PARKING LEVEL P1	CC	F	6
CC-140			

CONSULTANT



SEAL & SIGNATURE

DOMINION SQUARE
BUILDING C5 & C6
HUNTER MILL DISTRICT
FAIRFAX, VIRGINIA 22182
FDPA SUBMISSION
APAH

KEY PLAN

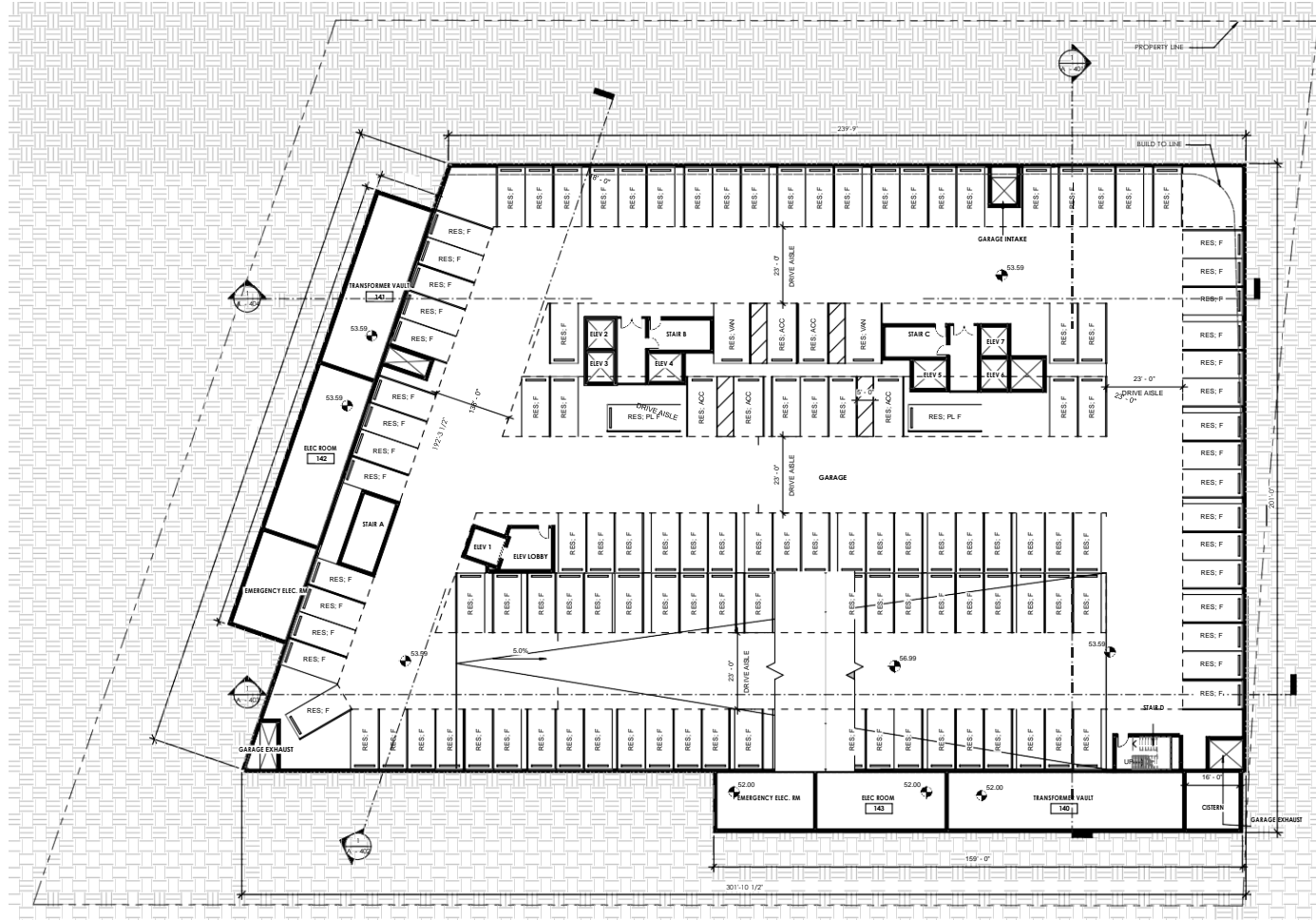
REVISIONS
NO. DATE DESCRIPTION

ISSUE
DATE DESCRIPTION
06.23.22 2ND FDPA SUBMISSION

PROJECT NUMBER 21035 + 21075
DATE 06.23.2022

SCALE As indicated
DESCRIPTION P2 LEVEL FLOORPLAN

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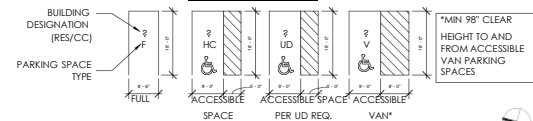


P2 LEVEL FLOORPLAN

A - 198 SCALE: 1/16" = 1'-0"



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PARKING LEVEL P2	RES	F	131	
PARKING LEVEL P2	RES	VAN	2	
PARKING LEVEL P1	RES	F	31	
RES 514	CC			
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PARKING LEVEL P1	CC	EV F	5	
PARKING LEVEL P1	CC	F	124	
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PARKING LEVEL P1	CC	F	6	
CHARGE ENTRY	CC			
CC 140				



DOMINION SQUARE
BUILDING C5 & C6
HUNTER MILL DISTRICT
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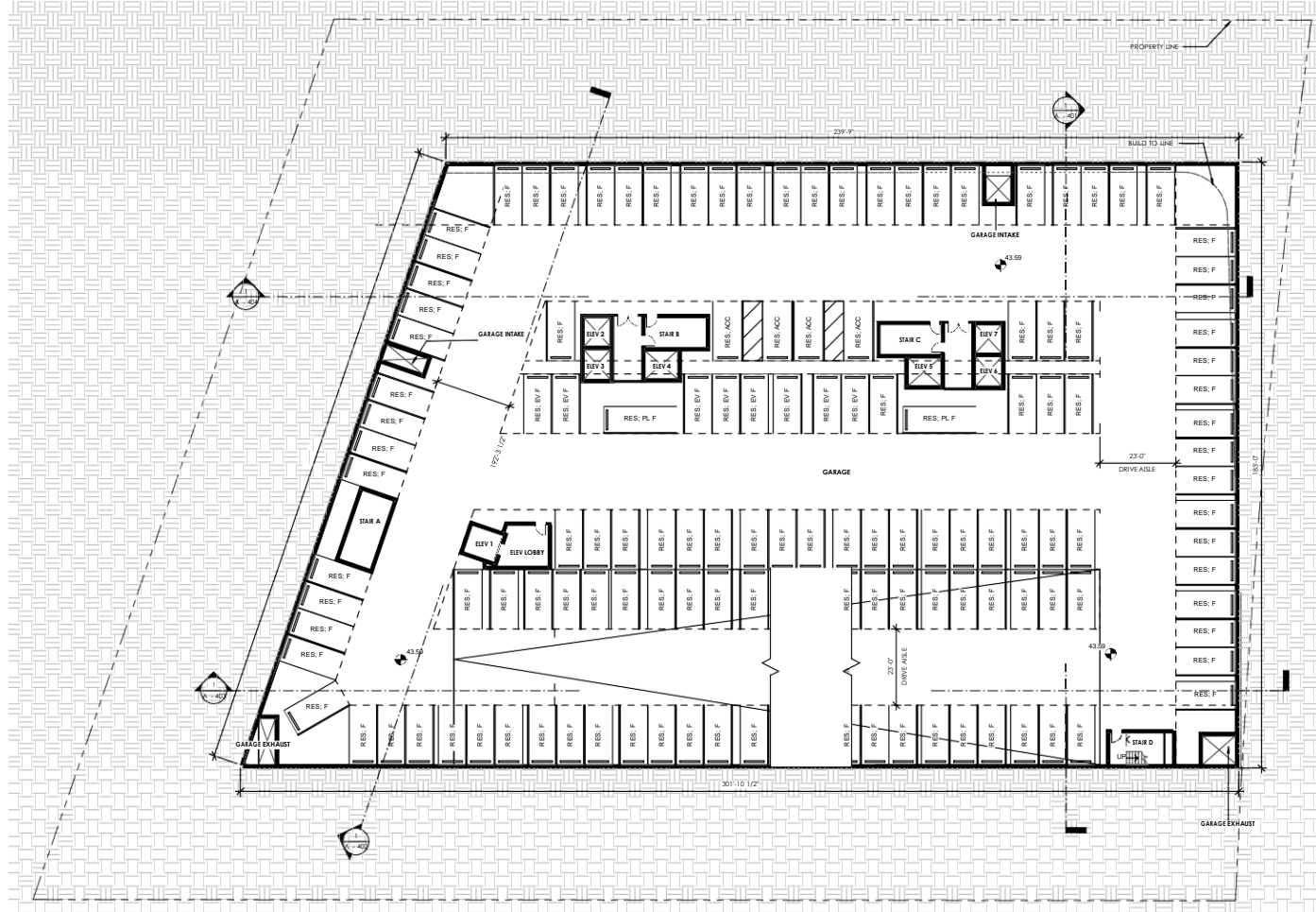
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ISSUE
DATE DESCRIPTION
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PROJECT NUMBER 21035 + 21075
DATE 06.23.2022

SCALE As indicated
DESCRIPTION P3 LEVEL FLOORPLAN

DRAWING NUMBER **A - 197**

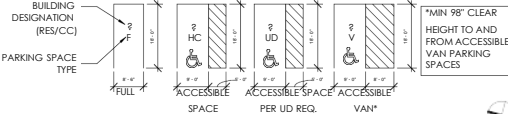


P3 LEVEL FLOORPLAN

A - 197 SCALE: 1/16" = 1'-0"



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PARKING LEVEL P1	CC	ACC	4
PARKING LEVEL P1	CC	EV F	3
PARKING LEVEL P1	CC	F	124
PARKING LEVEL P1	CC	VAN	1
PARKING LEVEL P1	CC	F	6
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PROJECT NUMBER 21035 + 21075
DATE 06.23.2022

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P4 LEVEL FLOORPLAN

DRAWING NUMBER **A - 196**

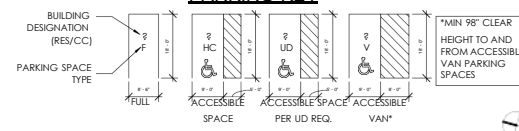
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SCALE: 1/16" = 1'-0"



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Parking Schedule			
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PARKING LEVEL P4	RES	F	120
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PARKING LEVEL P3	RES	F	125
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PARKING LEVEL P1	RES	F	31
RES: SIA			
CC			
PARKING LEVEL P1	CC	ACC	4
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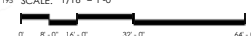
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DATE 06.23.2022

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P5 LEVEL FLOORPLAN

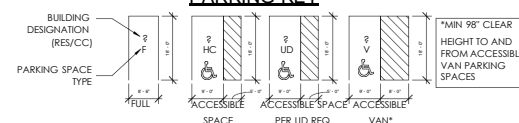
DRAWING NUMBER **A - 195**



SCALE: 1/16" = 1'-0"



PARKING KEY



FOR REFERENCE ONLY
NOT FOR CONSTRUCTION

Parking Schedule				
LEVEL	BLDG USE	MARK	COUNT	
RES				
PARKING LEVEL P5	RES	F	72	
PARKING LEVEL P4	RES	F	138	
PARKING LEVEL P3	RES	ACC	4	
PARKING LEVEL P3	RES	EVF	8	
PARKING LEVEL P2	RES	F	125	
PARKING LEVEL P2	RES	ACC	5	
PARKING LEVEL P2	RES	F	131	
PARKING LEVEL P2	RES	VAN	2	
PARKING LEVEL P1	RES	F	31	
RES: S14				
CC				
PARKING LEVEL P1	CC	ACC	4	
PARKING LEVEL P1	CC	EVF	5	
PARKING LEVEL P1	CC	F	124	
PARKING LEVEL P1	CC	VAN	1	
GARAGE ENTRY	CC	F	6	

- [illegible]

ACTION - 9

Authorization of Fall 2023 School Bond Referendum

ISSUE:

The Board of Supervisors approval of a Fairfax County Public Schools bond referendum totaling \$435,000,000, as requested by the School Board, and adoption of the enclosed resolution requesting the Circuit Court to order a referendum on November 7, 2023, on the issuance of such bonds. A schedule of events is included as Attachment 1.

RECOMMENDATION:

The County Executive recommends that the Board adopt the enclosed resolution (Attachment 2) directing the County Attorney to petition the Circuit Court to order a school bond referendum on November 7, 2023.

TIMING:

Board authorization is requested on June 27, 2023, to provide sufficient time to obtain a court order and prepare for the referendum. Attachment 1 is the proposed fall 2023 bond referendum schedule of events. Staff will return to the Board with a Board Item on July 25, 2023, for authorization to print and distribute an explanatory County bond referendum statement (known as the "Plain Language Statement").

BACKGROUND:

On May 25, 2023, the Fairfax County School Board adopted a resolution for a school bond referendum in the amount of \$435,000,000 (Attachment 3). Details of the projects expected to be funded are included in Attachment 4. The School Board sizes the referendum to include the full cost of new construction and renovation projects with spending anticipated to occur over the course of a multi-year period. The referendum and bond sales have been accounted for within the FY 2024 – FY 2028 Adopted Capital Improvement Program (With Future Fiscal Years to FY 2033), as approved by the Board of Supervisors on May 2, 2023.

In Virginia, a referendum can be put on the ballot for consideration by the voters only if the referendum is ordered by the Circuit Court. The attached resolution directs the County Attorney to provide a certified copy of the adopted Resolution to the Circuit Court and to petition it to order the referendum on the question as stated in Section 1 of the resolution. The law requires the Court to enter the order if the request is found to be "in proper order." Upon entry of the order, the Clerk of Court is required to send copies to the State Board of Elections. The Fairfax County Electoral Board and General

Board Agenda Item
June 27, 2023

Registrar will then prepare the ballots in time to make them available to voters, beginning with absentee voting on September 23, 2023.

It is important to note that while the project list in Attachment 4 represents the current proposals regarding what projects to fund, the ballot question is phrased more generally. This allows the Board flexibility as to which projects to fund with the bond proceeds, so long as the projects are within the uses described in the ballot question.

FISCAL IMPACT:

The school bond sale will be maintained in the annual amount of \$205 million as part of the County's FY 2024 General Obligation bond sale and programmed to increase to \$230 million annually as part of the FY 2025 budget and beyond. This is consistent with the recommendations from the Joint Board of Supervisors and School Board Capital Improvement Committee as part of their final report issued in October 2021. The Board of Supervisors subsequently approved the Joint CIP report in November 2021. Future debt service payments associated with the current and increased school bond sales have been incorporated into the County's long term debt ratio projections and are referenced in the FY 2024 - FY 2028 Adopted Capital Improvement Program (With Future Fiscal Years to FY 2033).

ENCLOSED DOCUMENTS:

Attachment 1 – Schedule of Events

Attachment 2 – Board of Supervisors Resolution Requesting an Order for a Referendum on the Issuance of Bonds in the Amount of \$435,000,000 for Schools

Attachment 3 – Resolution Adopted by the School Board on May 25, 2023 Requesting a Bond Referendum

Attachment 4 – School 2023 Bond Referendum Project List

STAFF:

Christina Jackson, Chief Financial Officer

Philip Hagen, Director, Department of Management and Budget (DMB)

Marty Smith, Chief Operating Officer, Fairfax County Public Schools (FCPS)

Chuck Fanshaw, Assistant Superintendent (Interim), Facilities and Transportation Services, FCPS

Joseph LaHait, Deputy Director, DMB

ASSIGNED COUNSEL:

Martin Desjardins, Assistant County Attorney

**Proposed Schedule of Events
Fall 2023 Bond Referendum – Schools**

Date	Item
March 14, 2023	Budget Committee review of the FY 2024 - FY 2028 Capital Improvement Program
May 2, 2023	FY 2024 Budget Markup and Approval of the FY 2024 - FY 2028 Capital Improvement Program
May 9, 2023	FY 2024 Budget Adoption
May 25, 2023	Fairfax County School Board Adopts School Bond Referendum Resolution
June 27, 2023	Board of Supervisors Adopts School Bond Referendum Resolution
NLT July 11, 2023	Petition filed with Fairfax County Circuit Court for School Bond Referendum
July 25, 2023	Board of Supervisors Approval of Explanatory Bond Referendum Statement for School Bonds (Plain Language Explanation)
August 1, 2023 (est.)	Circuit Court orders School Bond Referendum
August 18, 2023	Deadline for entry of Court Order (§ 24.2-682)
September 22, 2023	Deadline for publication of notice of election
September 23, 2023	Absentee voting begins (required 45 days prior to election)
November 7, 2023	Election Day; referendum held
November 14, 2023 (est.)	Referendum results certified by the County Electoral Board by this date

1 **Resolution to Request the Fairfax County Circuit Court to Order an Election on the**
2 **Question of Whether Fairfax County, Virginia, Should be Authorized to Contract a Debt,**
3 **Borrow Money, and Issue Bonds in the Maximum Aggregate Principal Amount of**
4 **\$435,000,000 to Finance the Cost of School Improvements**
5
6

7 At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the
8 Board auditorium in the Government Center at 12000 Government Center Parkway, Fairfax,
9 Virginia, on June 27, 2023, at which meeting a quorum was present and voting, the following
10 resolution was adopted:

11 **WHEREAS**, Virginia Code § 15.2-2640 provides that before the governing body of a
12 county can adopt a resolution asking the circuit court to order an election on the question of
13 contracting debt and issuing bonds for school purposes, the local school board must, by resolution,
14 request the governing body of the county to take such action; and

15 **WHEREAS**, on May 25, 2023, the Fairfax County School Board (the “School Board”)
16 adopted a resolution requesting the Board of Supervisors of Fairfax County, Virginia, to adopt a
17 resolution asking the Fairfax County Circuit Court to order an election on the question of
18 contracting a debt, borrowing money, and issuing capital improvement bonds of Fairfax County,
19 Virginia, in the maximum aggregate principal amount of \$435,000,000 for the purposes of
20 providing funds, in addition to funds from school bonds previously authorized, to finance,
21 including reimbursement to the County for temporary financing for, the costs of school
22 improvements, including acquiring, building, expanding, and renovating properties, including new
23 sites, new buildings or additions, renovations and improvements to existing buildings, and
24 furnishings and equipment, for the Fairfax County public school system; and

25 **WHEREAS**, the School Board has provided a certified copy of that resolution to the Clerk
26 of the Board of Supervisors; and

27 **WHEREAS**, the Board of Supervisors concurs in the determinations and the request of the
28 School Board as set forth in its resolution; and

29 **WHEREAS**, Virginia Code §§ 15.2-2610, 15.2-2611, and 24.2-684 provide the Fairfax
30 County Circuit Court with the authority to issue an order for the conduct of an election; now,
31 therefore,

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

Section 1. That the Circuit Court of Fairfax County, Virginia, is hereby requested to order a referendum on November 7, 2023, on the following question:

Shall Fairfax County, Virginia, contract a debt, borrow money, and issue capital improvement bonds in the maximum aggregate principal amount of \$435,000,000 for the purposes of providing funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding, and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system?

Section 2. That the County Attorney is hereby directed to provide the Fairfax County Circuit Court with a certified copy of this resolution and the resolution of the School Board, which was adopted on May 25, 2023, and to petition the Fairfax County Circuit Court for an order to conduct such a referendum as a special election in conjunction with the general election on November 7, 2023.

Section 3. That the members, officers, legal counsel, agents, and employees of the Board of Supervisors and the County are hereby authorized and directed to do all acts and things required of them under Virginia law to ensure that the referendum will be held as a special election in conjunction with the general election on November 7, 2023.

Given under my hand on this _____ day of _____, 2023

Jill G. Cooper
Clerk for the Board of Supervisors
Department of Clerk Services

**FAIRFAX COUNTY SCHOOL BOARD
BOND REFERENDUM RESOLUTION**

May 25, 2023

RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, TO ASK THE CIRCUIT COURT FOR THE COUNTY TO ORDER AN ELECTION ON THE QUESTION OF CONTRACTING A DEBT, BORROWING MONEY AND ISSUING CAPITAL IMPROVEMENT BONDS OF THE COUNTY IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$435,000,000 FOR THE PURPOSE OF PROVIDING FUNDS, WITH ANY OTHER AVAILABLE FUNDS, TO FINANCE THE COSTS OF IMPROVEMENTS FOR THE SCHOOL SYSTEM.

WHEREAS, the Fairfax County School Board of Fairfax County, Virginia, has determined that certain school improvements should be financed including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system; and

WHEREAS, the School Board has determined that, for the purpose of providing funds to pay the cost of such public school improvements and the cost of such public school property, Fairfax County should contract a debt, borrow money and issue bonds in the aggregate principal amount of \$435,000,000; and

BE IT RESOLVED by the School Board that:

Section 1. The Board of Supervisors of Fairfax County, Virginia, is hereby requested to ask the Circuit Court of Fairfax County, Virginia, to order an election on the question of contracting a debt, borrowing money, and issuing capital improvement bonds of Fairfax County, Virginia, in the maximum aggregate principal amount of \$435,000,000 for the purposes of providing funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system.

Section 2. The Board of Supervisors is hereby advised that it is the desire of the School Board that the proposed referendum be scheduled for November 7, 2023.

Section 3. The Clerk of the School Board is hereby authorized and directed to file two certified copies of this resolution with the Board of Supervisors of Fairfax County, Virginia.

Given under my hand this 25th day of May, 2023.



A handwritten signature in black ink, appearing to read "Christina Setlow", written over a horizontal line.

Christina Setlow
Clerk, Fairfax County School Board

Fairfax County Public Schools Proposed 2023 School Bond Referendum

The preliminary expected uses of bond proceeds include, without limitation, the following projects:

RENOVATIONS

Elementary School Renovation:

Bren Mar Park ES (construction)	\$55,000,000.00
Brookfield ES (construction)	\$53,500,000.00
Lees Corner ES (construction)	\$51,700,000.00
Armstrong ES (construction)	\$50,100,000.00
Willow Springs ES (construction)	\$52,900,000.00
Herndon ES (construction)	\$56,500,000.00
Dranesville ES (construction)	\$50,800,000.00
Cub Run ES (planning/design)	\$4,000,000.00
Union Mill ES (planning/design)	\$4,000,000.00
Centre Ridge ES (planning/design)	\$4,000,000.00
Poplar Tree ES (planning/design)	\$4,000,000.00
Waples Mill ES (planning/design)	\$4,000,000.00
Sangster ES (planning/design)	\$4,000,000.00
Saratoga ES (planning/design)	\$4,000,000.00
Virginia Run ES (planning/design)	\$4,000,000.00

Elementary School Renovation Subtotal:	<u>\$402,500,000.00</u>
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Middle School Renovation:

Franklin MS (planning/design)	\$8,000,000.00
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Middle School Renovation Subtotal:	<u>\$8,000,000.00</u>
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Modular Relocations:

Three modular relocations	\$9,000,000.00
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Modular Relocations Subtotal:	<u>\$9,000,000.00</u>
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Inflation Adjustment for Prior Bond Projects:

Inflation Adjustment	\$10,000,000.00
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Inflation Adjustment Subtotal:	<u>\$10,000,000.00</u>
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Security Vestibules:

Security Vestibules	\$2,500,000.00
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Security Vestibules Subtotal:	<u>\$2,500,000.00</u>
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PROJECT SUBTOTAL:	\$432,000,000.00
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BOND ISSUANCE COSTS:	\$3,000,000.00
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REFERENDUM TOTAL:	\$435,000,000.00
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The School Board reserves the right to modify, substitute or change one or more of the projects listed above in accordance with the CIP as amended from time to time.

ACTION – 10

Approval of the Consolidated Community Funding Advisory Committee
Recommendations for the FY 2025 and FY 2026 Funding Categories for the
Consolidated Community Funding Pool

ISSUE:

Board of Supervisors' approval of the FY 2025 and FY 2026 funding categories for the Consolidated Community Funding Pool (CCFP), as recommended by the Consolidated Community Funding Advisory Committee (CCFAC). The CCFP is a consolidated competitive funding source made up of the County's general funds, Community Services Block Grant (CSBG) and Community Development Block Grant (CDBG) to form one streamlined funding source administered through an RFP process.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the FY 2025 and FY 2026 funding categories for the CCFP as recommended by the CCFAC.

TIMING:

The decision on the categories for CCFP funding is requested in June to allow staff time to prepare the next Request for Proposals for the CCFP, for release in the fall of 2023.

BACKGROUND:

The Board of Supervisors has charged the CCFAC with the responsibility for overseeing the CCFP. As part of that responsibility, the CCFAC recommends funding categories for the funding pool for each two-year cycle. Throughout the CCFP's history, the CCFAC has strategically adjusted the categories to meet the County's changing needs and to recognize the changing nature of community-based providers.

A December 2020 Joint Board Matter directed staff to review CCFP and make recommendations for process improvements. Process changes were approved and implemented for the FY 23 -24 funding cycle using a two-lane Request for Proposal (RFP) strategy.

- RFP I – Traditional CCFP Programs (Self Sufficiency, Recreation, Legal Services, etc.) \$8.8 million
- RFP II – Emergency Food and Emergency Housing Assistance \$5.0 (\$4 million for housing; \$1 million for food) allocated

Community Engagement Efforts

During each funding cycle review, the CCFAC utilizes a consistent process for gathering community and Board input, and also analyzes current data and trends. To prepare for the FY 2025- FY 2026 cycle, an online survey was available from December 5, 2022 – January 4, 2023 for community input. The County’s social media tools and other social networking platforms, like Nextdoor, were used to promote and advertise the online survey. The survey link was also shared with various Boards, Authorities and Commissions, nonprofit partners, interfaith networks, community members and County staff. As a result of this effort, over 600 responses were received from across the County.

CCFAC held multiple meetings on the development of the categories including a public hearing on April 11, 2023. The public hearing allowed the CCFAC to review and discuss additional comments received regarding the categories.

CCFAC

The CCFAC collectively supports the process improvement recommendations to the CCFP. The CCFAC also explicitly recognizes the value of health and human services that emphasize neighborhoods (geographically defined) and communities (shared interests, not bound to one location), as well as for individuals and families. It is recognized that CCFP funding is for services and is not to be considered as a general source of funding for organizations.

Staff and the CCFAC believe that this two-lane strategy for CCFP and these outcome-focused categories support current Board initiatives, encompass the One Fairfax policy and support health and human services system initiatives. Collectively they help strengthen efforts in the community and reflect a critical continuum of stability, connectedness, well-being, and self-sufficiency opportunities based on the need, condition, and potential among those being served.

Board of Supervisors Input

Individual feedback sessions were held with all BOS members and/or their staff between May 9, 2023, and May 30, 2023. Information gathered during the BOS feedback sessions, specific to the draft categories and service examples or the overarching statement, has been incorporated into the category list and noted through italics and underlining.

The table below outlines the recommended funding categories for the FY 2025 and FY 2026 funding cycle, including their respective outcome statements and service examples.

Overarching Statement

These categories were identified as needs and are aligned with health and human services determinants. *Programs and services offered are to reduce barriers and provide recipients with opportunities for stability.** Each outcome statement focuses on a broad community definition and specifically includes all individuals, communities and families, income levels, abilities, and ages. Where appropriate, providing legal services, case management, transportation, high-quality and affordable child care, linguistically (interpretation and translation), culturally and developmentally appropriate services, and/or other resources that remove barriers and allow participation, may be included in all seven categories of CCFP RFP I and case management may be included within the two categories of CCFP RFP II.

Funding Categories for CCFP RFP I

Category	Outcome Statement and Service Examples (May include some of the following examples, but are not limited to)
FINANCIAL STABILITY	<p>To have the ability to possess and maintain sufficient income to consistently meet their basic needs — with no or minimal financial assistance or subsidies from private or public organizations.</p> <ul style="list-style-type: none">• Financial literacy/management training and counseling to foresee and prevent financial crises• Financial counseling• Financial asset formation• Affordable, accessible, quality childcare for family members transitioning into the workforce• Employment assistance, job and entrepreneurship training• Financial exploitation prevention services• <i>Programs that support economic mobility and reduce dependency</i>

FOOD AND NUTRITION	<p>To have reliable and consistent access to sufficient, affordable, and nutritious food. <i>This includes food which reflect the cultural, religious, and situational needs of recipients.</i> To have access to information and education about healthy and nutritious food and the opportunity to develop the knowledge and resources to practice healthy eating.</p> <ul style="list-style-type: none">• Nutrition education programs• Farmers markets, food co-ops, mobile markets, neighborhood distribution sites, community gardens• Food provision programs that offer case management services towards self-sufficiency• Supplemental food programs (e.g. backpack programs)
HEALTH	<p>To have access to primary, specialty, oral, behavioral, and long-term health care, particularly prevention services. To develop the knowledge and resources to practice healthy behaviors and to take action to prevent and manage disease and adverse health conditions.</p> <ul style="list-style-type: none">• Healthcare affordability and accessibility services, particularly oral, visual, and auditory• Behavioral health services (e.g., suicide prevention, mental health, <u>drug misuse prevention and recovery</u>)• Primary medical/dental services and specialty care• Senior/Older adults' health care including dementia• Hospice, home care• Programs and services that increase access to health services for individuals with limited English proficiency and those with all levels of ability• Health fairs and health screening clinics, dental clinics, inoculations, nutrition education

<p style="text-align: center;">HOUSING</p>	<p>To have safe, stable, and accessible living accommodations along with other basic necessities. To have access to affordable, accessible housing with the supportive services necessary to live as independently as possible in a community setting.</p> <ul style="list-style-type: none"> • Services to support housing stability and to maximize tenants' ability to live independently (e.g., case management, mental health, alcohol and substance abuse, independent living, home health visits, home share programs, vocational, health, furniture and other household goods, peer support, and social activities) • Services to assist individuals transitioning from institutional to home or community-based care • Services to assist individuals and families to locate housing in communities with adequate support networks and services including opportunities for seniors and persons with special needs
<p style="text-align: center;">LITERACY/EDUCATIONAL DEVELOPMENT/ATTAINMENT</p>	<p>To have the ability to read, write, and communicate effectively in order to manage finances, and attain employment goals through academic and vocational achievement. To have access to quality childcare and education and supports to develop employment and independent living skills.</p> <ul style="list-style-type: none"> • English proficiency services and/or instruction • Early childhood development services including ASL and Cued speech training for parents • <i>Educational supports, including tutoring</i> • Services that provide employment and training skills to effectively assist individuals with all abilities to live independently • Adult education, credentialing • Supportive employment <i>and</i> <u>education</u> • Digital access and literacy programs • Services that address the specific needs of individuals with disabilities to meet these outcomes

POSITIVE BEHAVIORS AND HEALTHY RELATIONSHIPS	<p>To develop positive behaviors and healthy relationships that are safe and free from abuse, neglect and trauma and promote physical, emotional, mental, and social well-being.</p> <ul style="list-style-type: none">• Counseling services• Conflict resolution and anger management training and counseling• Youth-based prevention programs and services focusing on positive behaviors and healthy relationships• Trauma recovery services• Domestic violence and sexual abuse prevention and recovery services• Programs and services that address the needs of individuals with limited English proficiency and those with all levels of ability
SUPPORT/COMMUNITY/ SOCIAL NETWORKS	<p>To have access to local services, including community-based transportation and childcare, and the ability to establish and maintain communal and social relationships.</p> <ul style="list-style-type: none">• Courses that teach language or culture to help groups interact positively• Mentoring programs• Language and cross-cultural assistance• Social environments for isolated/homebound individuals• Respite services to help caregivers• Affordable, accessible, quality childcare to help parents/guardians stay employed• Affordable transportation, especially for vulnerable populations• Supportive programs for persons with disabilities• Access to recreational activities (e.g., rec centers, classes)• Wi-Fi/Internet access and computer support

Funding Categories for CCFP RFP II

Category	Outcome Statement and Service Examples (May include some of the following examples, but are not limited to)
EMERGENCY FOOD ASSISTANCE	<ul style="list-style-type: none"> • Urgent food support provides an allotment of food and, as needed, associated case management services. These food supports can be short- or long-term in nature to meet a critical/urgent need. These programs must provide direct client food assistance. <u>This includes food which reflect the cultural, religious, and situational needs of recipients.</u> • Neighborhood distribution sites • Emergency food distribution programs (e.g. programs that increase access to grocery stores, farmers' markets; creation of emergency pop-up markets) • Food Banks
EMERGENCY HOUSING ASSISTANCE	<ul style="list-style-type: none"> • Housing support services to resolve housing instability, prevent eviction or displacement. Services are short-term and are not a long-term housing program. • Short term rental assistance • Utility payments • Provision of temporary or emergency shelter and supportive services to individuals and families, <u>including youth experiencing housing instability and homelessness</u> • Programs and case management services that address eviction prevention or housing crisis

*Information in italics and underlined is BOS feedback and added to the CCFAC's recommended overarching statement and service examples.

CCFAC Recommendation

Based on the review and analysis of community input, supportive data, and health and human services outcome information, the CCFAC recommends that the Board of Supervisors approve the nine categories as shown above for FY 2025 and FY 2026.

FISCAL IMPACT:

None.

Board Agenda Item
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ENCLOSED DOCUMENTS:

None.

STAFF:

Christopher A. Leonard, Deputy County Executive
Lloyd E. Tucker, Director, Neighborhood and Community Services (NCS)
Thomas E. Fleetwood, Director, Housing and Community Development
Michael Becketts, Director, Department of Family Services
Sarah M. Allen, Deputy Director, NCS
Ramona Carroll, Program Manager, NCS
Marla Zometsky, Program Manager, NCS

REVISED

Board Agenda Item
June 27, 2023

CLOSED SESSION:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1), **including personnel matters relating to constitutional officer salaries, annual evaluation of the Executive Director of the Police Civilian Review Panel, and consideration of candidates for the vacant Auditor of the Board position.**
- (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, as identified below, where discussion in an open session would adversely affect the negotiating or litigating posture of the public body, as well as consultation with legal counsel regarding specific legal matters listed below requiring the provision of legal advice by such counsel, all as permitted by Virginia Code § 2.2-3711(A) (7) and (8).
 - 1. *JBG Tysons Hotel LLC v. Board of Supervisors of Fairfax County, Virginia*, Case Nos. CL-2021-0017762 and CL-2022-0015892 (Fx. Co. Cir. Ct.) (Hunter Mill District)
 - 2. *Ramon Estrada v. Fairfax County Government*, JCN VA0000873565 (VWCC)
 - 3. *Wesley Shifflett v. Bryan J. Hill and Fairfax County, Virginia*, Case No. CL-2023-0008048 (Fx. Co. Cir. Ct.)

4. *Yasmine Djama, by next friend Moustapha Djama v. Fairfax County, Board of Supervisors of Fairfax County, Edwin C. Roessler Jr., Fairfax County Police Department, Joshua Shoemaker, Brandon Vinson, and John Doe Police Officers 1-5, Case No. CL-2023-0007942 (Fx. Co. Cir. Ct.); Amran Djama, by next friend Moustapha Djama v. Fairfax County, Board of Supervisors of Fairfax County, Edwin C. Roessler Jr., Fairfax County Police Department, Joshua Shoemaker, Brandon Vinson, and John Doe Police Officers 1-5, Case No. CL-2023-0007941 (Fx. Co. Cir. Ct.); Ibrahim Djama, by next friend Moustapha Djama v. Fairfax County, Board of Supervisors of Fairfax County, Edwin C. Roessler Jr., Fairfax County Police Department, Joshua Shoemaker, Brandon Vinson, and John Doe Police Officers 1-5, Case No. CL-2023-0007925 (Fx. Co. Cir. Ct); and Samira Djama, by next friend Moustapha Djama v. Fairfax County, Board of Supervisors of Fairfax County, Edwin C. Roessler Jr., Fairfax County Police Department, Joshua Shoemaker, Brandon Vinson, and John Doe Police Officers 1-5, Case No. CL-2023-0007940 (Fx. Co. Cir. Ct)*
5. *Cisco Systems, Inc. v. Board of Supervisors of Fairfax County, Virginia, Case No. CL-2022-0007328 (Fx. Co. Cir. Ct.)*
6. *Road Runner Wrecker Service, Inc. v. Fairfax County, CL2022-0006761 (Fx. Co. Cir. Ct.)*
7. *Stephen Bernarde Odoms v. Fairfax County Department of Family Services, Record No. 0624-22-4 (Va. Ct. App.)*
8. *Board of Supervisors of Fairfax County and William Hicks, Director of the Fairfax County Department of Land Development Services v. Loren W. Hershey and Birgit Hershey, Case No. CL-2019-0016688 (Fx. Co. Cir. Ct.) (Sully District)*
9. *Warren H. Shang and Warren H. Shang, Trustee of the Shang Living Trust v. Board of Supervisors of Fairfax County, Case No. CL-2023-0008569 (Fx. Co. Cir. Ct.)*
10. *Leach-Lewis Trust 18MAR13, s/k/a Rita M. Leach-Lewis v. Board of Supervisors, Record No. 0815-22-4 (Va. Ct. App.)*
11. *Kristal Hernandez v. Claudia Castro, Badge #353567, Case No. GV23-000060 (Fx. Co. Gen. Dist. Ct.)*
12. *State Farm Mutual Automobile Insurance Company, as subrogee of Wilfredo Lopez v. Ezhaun Coleman, Case No. GV23-008420 (Fx. Co. Gen. Dist. Ct.)*
13. *Jay Riat, Building Official for Fairfax County, Virginia v. Huu D. Tran and Nahanh T. Le, Case No. CL-2022-0015917 (Fx. Co. Cir. Ct.) (Braddock District)*
14. *Jay Riat, Building Official for Fairfax County, Virginia v. Masoud Hashemi, Case*

- No. CL-2023-0007881 (Fx. Co. Cir. Ct.) (Braddock District)
15. *Jay Riat, Building Official for Fairfax County, Virginia v. Michael Klein*, Case No. GV22-004793 (Fx. Co. Gen. Dist. Ct.) (Mason District)
 16. *Jay Riat, Building Official for Fairfax County, Virginia v. Jennet Mofor*, Case No. GV23-009477 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
 17. *Jay Riat, Building Official for Fairfax County, Virginia, and Leslie B. Johnson, Fairfax County Zoning Administrator v. Masoud Aboughaddareh and Golnaz Aboughaddareh*, Case No. CL-2022-0001785 (Fx. Co. Cir. Ct.) (Dranesville District)
 18. *Jay Riat, Building Official for Fairfax County, Virginia, and Leslie B. Johnson, Fairfax County Zoning Administrator v. Masoud Aboughaddareh and Golnaz Aboughaddareh*, Case No. CL-2023-0008311 (Fx. Co. Cir. Ct.) (Dranesville District)
 19. *Jay Riat, Building Official for Fairfax County, Virginia v. Rajwinder Singh*, Case No. GV22-019024 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
 20. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia, v. Jacques Gansler and Leah Gansler, aka Ligia Gansler*, Case No. GV23-004904 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
 21. *Leslie B. Johnson, Fairfax County Zoning Administrator and Jay Riat, Building Official for Fairfax County, Virginia v. Phillip W. Trott and Sandra Montiel*, Case No. CL-2022-0015918 (Fx. Co. Cir. Ct.) (Franconia District)
 22. *Jay Riat, Building Official for Fairfax County, Virginia v. Azmat Kham*, Case No. CL-2022-0008979 (Fx. Co. Cir. Ct.) (Franconia District)
 23. *Jay Riat, Building Official for Fairfax County, Virginia v. Hever Joel Rosales and Margarita Rosales*, Case No. CL-2022-0006511 (Fx. Co. Cir. Ct.) (Franconia District)
 24. *Jay Riat, Building Official for Fairfax County, Virginia v. Analise Latoya Fagan* Case No. GV23-007150 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
 25. *Jay Riat, Building Official for Fairfax County, Virginia v. Chi My Hong and Alex Davalos*, Case No. GV23-005111 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
 26. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia, v. Robert James Toney*, Case No. GV23-009206 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

27. *Jay Riat, Building Official for Fairfax County, Virginia v. Julio C. Moreno and Lelfia D. Flores Blanco, aka Leflina Yanira Blanco*, Case No. GV23-008299 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
28. *Jay Riat, Building Official for Fairfax County, Virginia v. Mezeh-Reston, L.L.C. and 12200 Sunset Hills L.L.C.*, Case No. CL-2023-0008173 (Fx. Co. Cir. Ct.) (Hunter Mill District)
29. *Jay Riat, Building Official for Fairfax County, Virginia v. Osmin H. Rodriguez*, Case No. CL-2022-0010805 (Fx. Co. Cir. Ct.) (Mason District)
30. *Jay Riat, Building Official for Fairfax County, Virginia v. Rosa E. Coreas*, Case No. CL-2022-0004588 (Fx. Co. Cir. Ct.) (Mason District)
31. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ragheb Aburish*, Case No. CL-2017-0015519 (Fx. Co. Cir. Ct.) (Mason District)
32. *Jay Riat, Building Official for Fairfax County, Virginia v. David Widawsky and Shulamit Widawsky*, Case No. CL-2023-0007641 (Fx. Co. Cir. Ct.) (Mason District)
33. *Jay Riat, Building Official for Fairfax County, Virginia v. Edwin Morales Ayala*, Case No. CL-2023-0008313 (Fx. Co. Cir. Ct.) (Mason District)
34. *Jay Riat, Building Official for Fairfax County, Virginia v. Mohib Khan and Yasmin Ghaffar*, Case No. GV22-018258 (Fx. Co. Gen. Dist. Ct.) (Mason District)
35. *Jay Riat, Building Official for Fairfax County, Virginia v. Abdullahi A. Sule, Jr., and Danielle F. Sule, aka Danielle Zulaiga*, Case No. GV23-005112 (Fx. Co. Gen. Dist. Ct.) (Mason District)
36. *Jay Riat, Building Official for Fairfax County, Virginia v. Melda Al Khalili*, Case No. GV22-005119 (Fx. Co. Gen. Dist. Ct.) (Mason District)
37. *Jay Riat, Building Official for Fairfax County, Virginia v. Alberto Sandoval and Martha Sandoval*, Case No. GV22-010028 (Fx. Co. Gen. Dist. Ct.) (Mason District)
38. *Jay Riat, Building Official for Fairfax County, Virginia v. Karbyte Contracting, LLC*, Case No. GV23-006273 (Fx. Co. Gen. Dist. Ct.) (Mason District)
39. *Jay Riat, Building Official for Fairfax County, Virginia v. Rafik Abdullahi and Semira Abdulkadir*, Case No. GV23-007151 (Fx. Co. Gen. Dist. Ct.) (Mason District)
40. *Jay Riat, Building Official for Fairfax County, Virginia v. V-NBC, LLC*, Case No. CL-2023-0002195 (Fx. Co. Cir. Ct.) (Mount Vernon District)

41. *Jay Riat, Building Official for Fairfax County, Virginia v. Estate of Raleigh E. Worsham*, Case No. GV22-011200 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
42. *Jay Riat, Building Official for Fairfax County, Virginia v. Estate of Raleigh E. Worsham, and Lorton Granite & Marble, LLC*, Case No. GV22-011201 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
43. *Jay Riat, Building Official for Fairfax County, Virginia v. Estate of Ralph E. Worsham and PrimeKey, LLC*, Case No. GV22-011825 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
44. *Jay Riat, Building Official for Fairfax County, Virginia v. Libero Investments, LLC*, Case No. GV23-002402 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
45. *Jay Riat, Building Official for Fairfax County, Virginia v. Gerson O. Cruz, et al.*, Case No. GV23-005126 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
46. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia, v. Carrie Poulin and Kazim Ali*, Case No. GV22-005122 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
47. *Jay Riat, Building Official for Fairfax County, Virginia v. Chad West Harris*, Case No. GV23-005113 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
48. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Chad West Harris*, Case No. GV23-005114 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
49. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia, v. Vicki M. Cocuzzi*, Case No. GV23-009209 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
50. *Jay Riat, Building Official for Fairfax County, Virginia v. Hector M. Perez Campos and Delmy A. Rodriguez*, Case No. GV23-009211 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
51. *Jay Riat, Building Official for Fairfax County, Virginia v. Marisol Ferrel*, Case No. CL-2022-0006388 (Fx. Co. Cir. Ct.) (Providence District)
52. *Jay Riat, Building Official for Fairfax County, Virginia v. The Board of Directors, Unit Owners Association of Renaissance 2230 and Gates Hudson Community Management, LLC*, Case No. GV22-017388 (Fx. Co. Gen. Dist. Ct.) (Providence District)
53. *Jay Riat, Building Official for Fairfax County, Virginia v. Jessica Hannah Shim*, Case No. GV22-019034 (Fx. Co. Gen. Dist. Ct.) (Providence District)

54. *Jay Riat, Building Official for Fairfax County, Virginia v. Obaidullah Bahich*, Case No. GV22-004946 (Fx. Co. Gen. Dist. Ct.) (Providence District)
55. *Jay Riat, Building Official for Fairfax County, Virginia v. Khatib Family Trust*, Case No. GV23-005531 (Fx. Co. Gen. Dist. Ct.) (Providence District)
56. *Jay Riat, Building Official for Fairfax County, Virginia v. Merrilee Station, LLC*, Case No. GV23-005531 (Fx. Co. Gen. Dist. Ct.) (Providence District)
57. *Jay Riat, Building Official for Fairfax County, Virginia v. Andreas M. Brandt*, Case No. GV23-006553 (Fx. Co. Gen. Dist. Ct.) (Providence District)
58. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jensine Tutwiler and David L. Perrin*, Case No. GV22-005884 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
59. *Jay Riat, Building Official for Fairfax County, Virginia v. Andrea P. Ortuno and Herlan O. Ortuno*, Case No. GV22-006444 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
60. *Jay Riat, Building Official for Fairfax County, Virginia v. Gezu D. Kalaye*, Case No. GV22-019029 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
61. *Jay Riat, Building Official for Fairfax County, Virginia v. Walney Business Center, LLC*, Case No. GV22-002373 (Fx. Co. Gen. Dist. Ct.) (Sully District)
62. *Board of Supervisors of Fairfax County, Virginia, v. Megan Bailey, Associate Coldwell Bankers Realty*, Case No. GV23-009479 (Dranesville District)
63. *Board of Supervisors of Fairfax County, Virginia, v. ToiletKing, LLC*, Case No. GV23-001587 (Dranesville, Hunter Mill, Providence, Springfield and Sully Districts)

3:30 p.m.

Public Hearing on SE 2021-MV-00018 (Olde Towne Pet Resort Springfield, LLC) to Permit the Existing Outdoor Components Associated With an Existing Indoor Kennel, Located on Approximately 1.67 Acres of Land (Mount Vernon District)

This property is located at 8101 Alban Rd., Springfield, 22150. Tax Map 99-1 ((17)) 6.

PLANNING COMMISSION RECOMMENDATION:

On June 21, 2023, the Planning Commission voted 10-0 (Commissioners Murphy and Ulfelder were absent from the meeting) to recommend to the Board of Supervisors the following actions:

- **Approval of SE 2021-MV-00018, subject to the proposed development conditions consistent with those dated March 16, 2023; and**
- **Approval of the modification of the 75-foot setback from the interstate highway to that as shown on the SE Plat.**

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)

Catherine Lewis, Branch Chief, ZED, DPD

Board Agenda Item
June 27, 2023

3:30 p.m.

Public Hearing on SE 2022-LE-00047 (Enterprise RAC Company of Maryland, LLC) to Permit Installation of a Private Car Wash to Support an Existing Vehicle Rental Establishment, Located on Approximately 1.83 Acres of Land (Franconia District)

This property is located at 6701 Loisdale Rd., Springfield, 22150. Tax Map 90-2 ((1)) 50.

PLANNING COMMISSION RECOMMENDATION:

On June 7, 2023, the Planning Commission voted 10-0 (Commissioners Murphy and Cortina were absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of SE 2022-LE-00047, subject to the proposed development conditions dated June 7, 2023;
- Approval of the waiver for transitional screening and barrier requirements along the eastern property lines; and
- Approval of the modification of a major paved trail requirement along Loisdale Road to permit the existing five-foot wide sidewalk.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Suzanne L. Wright, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Curtis Rowlette, Planner, DPD

3:30 p.m.

Public Hearing on RZ 2022-PR-00017 (Madison Investment Portfolio LLC) to Rezone From I-5 to PDC to Repurpose Existing Buildings for Mixed Use with an Overall Intensity of 0.90 Floor Area Ratio and Approval of the Conceptual Development Plan, Located on Approximately 8.53 Acres of Land (Providence District)

This property is located N. of Gatehouse Rd., approx. 600 ft. E. of intersection of Gatehouse Rd. and Gallows Rd. Tax Map 49-4 ((1)) 28B; 49-4 ((4)) 1B and 2.

PLANNING COMMISSION RECOMMENDATION:

On June 7, 2023, the Planning Commission voted 9-0 (Commissioners Murphy and Cortina were absent from the meeting. Commissioner Shumate recused himself from the vote) to recommend to the Board of Supervisors the following actions:

- Approval of RZ 2022-PR-00017 and the associated Conceptual Development Plan, subject to the execution of proffered conditions consistent with those dated May 18, 2023;
- Modification of Paragraph 5 of Article 6-206 of the Zoning Ordinance to allow the gross floor area of dwellings as a secondary use in the PDC District to exceed 50 percent of all principle uses in accordance with the uses shown on the CDP/FDP and the proffers;
- Modification of Article 11-203 (zMOD subsection 6101.3) of the Zoning Ordinance to reduce the loading space requirement from five to four spaces, as shown on the CDP/FDP; and
- Modification of Paragraph 1 of Article 13-202 and Paragraphs 1 and 2 of Article 13-203 (zMOD subsections 5108.5 and 5108.5.B) of the Zoning Ordinance for the interior parking lot and peripheral parking lot landscaping requirements in favor of the CDP/FDP.

In a related action, the Planning Commission voted 9-0 (Commissioners Murphy and Cortina were absent from the meeting. Commissioner Shumate recused himself from the vote) to approve FDP 2022-PR-00017.

Board Agenda Item
June 27, 2023

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Suzanne L. Wright, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Zach Fountain, Planner, DPD

Board Agenda Item
June 27, 2023

3:30 p.m.

Public Hearing on RZ 2022-DR-00006 (FCGP-Metro Development, LLC) to Rezone from R-30, R-1 and HC to PRM and HC to Permit Multifamily Residential, Single-Family Attached Residential, Office, and Retail Uses at a 0.96 Floor Area Ratio and Approval of the Conceptual Development Plan, Located on Approximately 23.99 Acres of Land (Dranesville District)

This property is located S. of Interstate 66, W. of Haycock Rd., N. of and including Falls Church Dr. Tax Map 40-3 ((1)) 83 and 84; 40-4 ((1)) 13; 40-4 ((2)) 1 and 2.

PLANNING COMMISSION RECOMMENDATION:

On June 7, 2023, the Planning Commission voted 10-0 (Commissioners Murphy and Cortina were absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of RZ 2022-DR-00006, subject to the execution of proffered conditions consistent with those dated April 13, 2023;
- Waiver of the 200 square-foot privacy yard requirement for single-family attached dwelling units;
- Modification of the 75-foot and 200-foot setback from Interstate 66 to that shown on the CDP;
- Waiver of the 600-foot maximum length requirement of a private street; and
- Modification of the loading space requirement to that shown on the CDP.

In a related action, the Planning Commission voted 10-0 (Commissioners Murphy and Cortina were absent from the meeting) to approve FDP 2022-DR-00006, subject to the Board of Supervisors' approval of RZ 2022-DR-00006.

Board Agenda Item
June 27, 2023

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)

Catherine Lewis, Branch Chief, ZED, DPD

Board Agenda Item
June 27, 2023

4:00 p.m.

Public Hearing on RZ 2022-LE-00012 (Beazer Homes LLC) to Rezone from R-1 to PDH-8 to Permit Development of 26 Single-Family Attached Dwelling Units with an Overall Density of 7.8 Dwelling Units per Acre and Approval of the Conceptual Development Plan, Located on Approximately 3.34 Acres of Land (Franconia District)

This property is located on the W. side of Beulah St. and S. of the Franconia-Springfield Pkwy., S.W. of the Beulah St. and Alforth Ave. intersection. Tax Map 91-1 ((1)) 13, 14, 15, 16 and 17.

PLANNING COMMISSION RECOMMENDATION:

On May 17, 2023, the Planning Commission voted 11-0 (Commissioner Ulfelder was absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of RZ 2022-LE-00012, subject to the execution of proffered conditions consistent with those dated May 1, 2023; and
- Modification of the transitional screening and waiver of the barrier requirement along the southern property line to that shown on the CDP/FDP, as further detailed in FDP conditions.

In a related action, the Planning Commission voted 11-0 (Commissioner Ulfelder was absent from the meeting) to approve FDP 2022-LE-00012, subject to the FDP conditions dated May 16, 2023, and the Board of Supervisors' approval of RZ 2022-LE-00012.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Suzanne L. Wright, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Kimia Zolfagharian, Planner, DPD

Board Agenda Item
June 27, 2023

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2021-IV-FS1, 6235 & 6245 Brandon Avenue (Franconia District)

ISSUE:

Plan Amendment (PA) 2021-IV-FS1 (PLUS Application PA-2021-00018) considers adding an option to the Comprehensive Plan recommendations for 6235 and 6245 Brandon Avenue, Tax Map Parcels 80-4 ((1)) 5C1 and 5C2, in the Springfield Community Business Center (CBC) in the Springfield Planning District. The Plan amendment proposes to add an option to the Plan guidance for self-storage use up to 175,000 square feet (3.0 FAR), with community-serving retail or alternative, non-residential use on the ground floor for Parcel 5C2.

PLANNING COMMISSION RECOMMENDATION:

On June 7, 2023, the Planning Commission voted 10-0 (Commissioners Cortina and Murphy were absent from meeting) to recommend to the Board of Supervisors the adoption of staff's recommendation for PA 2021-IV-FS1, found on pages 19-22 of the staff report dated May 11, 2023.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Routine

BACKGROUND:

On June 22, 2021, the Board authorized PA 2021-IV-FS1 for the subject site to consider self-storage use up to 175,000 square feet (3.0 FAR) with community serving retail or alternative, non-residential uses on the ground floor for Tax Map 80-4 ((1)) 5C2. The authorization included considering the proposed use in conjunction with Tax Map 80-4 ((1)) 5C1, to ensure a coordinated development. No change to use or intensity is proposed for Tax Map Parcel 5C1. The Board directed staff to consider innovative architecture that does not present the appearance of a traditional self-storage facility, with a site design and other measures that would achieve the goals of the Springfield CBC.

Board Agenda Item
June 27, 2023

The proposed amendment recommends conditions related to active ground floor uses, high quality architecture, stormwater management, streetscape improvements, and improvement to bicycle and pedestrian facilities.

The proposed Plan amendment was evaluated in consultation with the Franconia District Site-Specific Plan Amendment (SSPA) Task Force over the course of six public meetings from September 2021 to March 2022. On March 28, 2022, the Task Force voted 14 to 3 in favor of the draft Plan text. On March 13, 2023, the Franconia District Land Use Committee voted 23 to 5 in favor of the final proposed Plan text as shown in the staff report.

The Plan amendment has been reviewed concurrently with rezoning application RZ-2022-LE-00024, which proposes to rezone the property from C-6 to PDC to accommodate a self-storage facility. Any recommendation for the subject Plan amendment should not be construed as a favorable recommendation by the Board, the Planning Commission, or staff on the proposed zoning application and does not relieve the applicant from compliance with the provisions of all applicable ordinances, regulations, and adopted standards.

FISCAL IMPACT:

None.

EQUITY IMPACT:

None. The proposed Plan amendment is not anticipated to have an equity impact.

ENCLOSED DOCUMENTS:

The Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

The Staff Report for PA 2021-IV-FS1 has been previously furnished and is available online at:

<https://www.fairfaxcounty.gov/planning-development/plan-amendments/staff-reports>

STAFF:

Tracy Strunk, Director, Department of Planning and Zoning (DPD)

Leanna O'Donnell, Director, Planning Division (PD), DPD

Salem Bush, Branch Chief, Public Facilities & Plan Development Branch, PD, DPD

David Stinson, Planner III, Public Facilities & Plan Development Branch, PD, DPD

Board Agenda Item
June 27, 2023

4:00 p.m.

Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Little River Turnpike Walkway - Hillbrook Drive - Little River Run Drive (Mason District)

ISSUE:

Public Hearing on the acquisition of certain land rights necessary for the construction of Project 5G25-060-000, Pedestrian Improvements – 2014, Little River Turnpike Walkway - Hillbrook Dr.- Little River Run Dr, in Fund 30050, Transportation Improvements.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors (Board) adopt the attached resolution authorizing the acquisition of the necessary land rights.

TIMING:

On June 6, 2023, the Board authorized advertisement of a public hearing to be held on June 27, 2023, commencing at 4:00 p.m.

BACKGROUND:

This project consists of construction of a variable width sidewalk along the south side of Little River Turnpike, between Hillbrook Drive and Little River Run Drive. The total segment length is approximately 1,500 feet.

Land rights for these improvements are required on 10 properties, 9 of which have been acquired by the Land Acquisition Division (LAD). The construction of this project requires the acquisition of Dedication for Public Street Purposes, Storm Drainage Easement, and Grading Agreement and Temporary Construction Easement.

The final property is an unknown landowner/heir situation, so there is no known owner who can convey the needed land rights; therefore, it is necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, Va. Code Ann. Sections 15.2-1903 through 15.2-1905 (as amended). Pursuant to these provisions, a public hearing is required before property interests can be acquired in such an accelerated manner.

EQUITY IMPACT:

The project area is located in a High Vulnerability Index block, with a vulnerability index of 3, where more than 41% of the renter population is severely burdened, and more than 46% of the population is in a low-income occupation.

This action aligns with multiple focus areas of the One Fairfax Policy. Construction of the proposed walkway supports focus area 2, safely connecting more housing units, most notably those in mixed-use areas, to multiple modes of transport. Improved walkability ensures that focus area 8's goal is furthered by improving the quality of life for everyone in the neighborhood by providing a safe, well-maintained travel route between neighborhoods. The overall goal of the project aligns with focus area 11's guidance to protect existing stable neighborhoods and green spaces, and thereby allow residents to access transportation modes which promotes employment opportunities, housing, amenities and services for all. Finally, the project promotes focus area 14's goal of providing a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health.

The Land Acquisition Division's project locations are chosen by other departments, resulting in the division's necessity to focus on equity of process. The equity impact of the LAD process is positive, with the focus of cost evaluation, offer, and negotiation being on tax assessment and comparable land sales rather than on the owner of record. LAD staff engage property owners in their preferred method of communication and at times that are agreeable to the owner.

As a result of both the project location and design, as well as the process to obtain land rights, the overall impact of this action provides a positive equity impact.

FISCAL IMPACT:

Funding is available in Project 5G25-060-000, Pedestrian Improvements – 2014, in Fund 30050, Transportation Improvements. This project is included in the FY 2024 – FY 2028 Adopted Capital Improvement Program (with future Fiscal Years to FY 2033) and is included in the Board's Transportation Priorities Plan adopted on January 28, 2014, and as amended on December 3, 2019. No additional funding is being requested from the Board.

Board Agenda Item
June 27, 2023

ENCLOSED DOCUMENTS:

Attachment A – Project Location Map

Attachment B – Resolution with Fact Sheets on the affected parcels with plats showing interests to be acquired (Attachments 1 through 1B).

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation

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

Carey Needham, Deputy Director, DPWES, Capital Facilities

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney



Little River Tnpk Walkway - Hillbrook Dr to Little River Run Dr

Project: 5G25-060-044

Tax Map: 071-2

Mason District

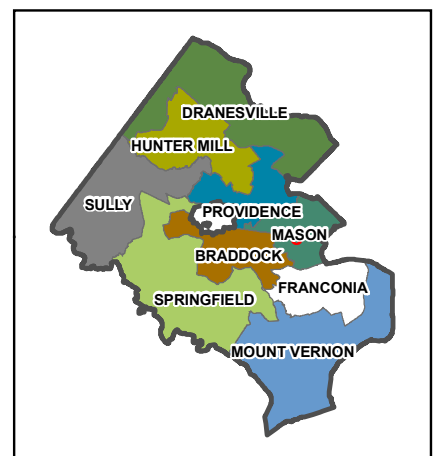
Affected Properties:

Proposed Dedication:

Proposed Storm Easement:



0 0.0075 0.015 0.03 Miles



ATTACHMENT B

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, June 27, 2023, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, certain Project 5G25-060-044, Little River Turnpike Walkway - Hillbrook Dr.- Little River Run Dr. had been approved; and

WHEREAS, a public hearing pursuant to advertisement of notice was held on this matter, as required by law; and

WHEREAS, the property interests that are necessary have been identified; and

WHEREAS, in order to keep this project on schedule, it is necessary that the required property interests be acquired not later than August 11, 2023.

NOW THEREFORE BE IT RESOLVED, that the Director, Land Acquisition Division, in cooperation with the County Attorney, is directed to acquire the property interests listed in Attachments 1 through 1B by gift, purchase, exchange, or eminent domain; and be it further

RESOLVED, that following the public hearing, this Board hereby declares it necessary to acquire the said property and property interests and that this Board intends to enter and take the said property interests for the public purpose of constructing a variable width sidewalk along the south side of Little River Turnpike, between Hillbrook Drive and Little River Run Drive. The total segment length is approximately 1,500 feet as shown and described in the plans of Project 5G25-060-

044, Little River Turnpike Walkway - Hillbrook Dr.- Little River Run Dr. on file in the Land Acquisition Division of the Department of Public Works and Environmental Services, 12000 Government Center Parkway, Suite 449, Fairfax, Virginia; and be it further

RESOLVED, that this Board does hereby exercise those powers granted to it by the Code of Virginia and does hereby authorize and direct the Director, Land Acquisition Division, on or after July 28, 2023, unless the required interests are sooner acquired, to execute and cause to be recorded and indexed among the land records of this County, on behalf of this Board, the appropriate certificates in accordance with the requirements of the Code of Virginia as to the property owners, the indicated estimate of fair market value of the property and property interests and/or damages, if any, to the residue of the affected parcels relating to the certificates; and be it further

RESOLVED, that the County Attorney is hereby directed to institute the necessary legal proceedings to acquire indefeasible title to the property and property interests identified in the said certificates by condemnation proceedings, if necessary.

LISTING OF AFFECTED PROPERTIES
Project 5G25-060-044
Little River Turnpike Walkway - Hillbrook Dr.- Little
River Run Dr (Mason District)

1. MABEL CRANDALL AND/OR
HEIRS AND ASSIGNS AND OWNERS UNKNOWN 000-0-00-0000

Address: OFF OF LITTLE RIVER TNPk NEXT TO LITTLE RIVER RUN DRIVE
PROPERTY COMPOSING PORTIONS OF WHAT WAS 4.78 ACRES DEEDED
IN DEED BOOK 435 PAGE NUMBER 329. KNOWN AS LOT 5 ON PLAT BOOK
G13 PAGE 589 SEE ATTACHED PLAT.

A Copy – Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

AFFECTED PROPERTY

Tax Map Number: 000-0-00-0000

Street Address: Off of Little River Turnpike, next to Little River Run drive property composing portions of what was 4.78 acres deeded in deed book 435 page number 329. Known as lot 5 on plat book g13 page 589 see attached plat.

1. OWNER(S): MABEL CRANDALL AND/OR
HEIRS AND ASSIGNS AND OWNERS' UNKNOWN

INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Dedication For Public Street Purposes- 231 Sq. Ft.

Storm Drainage Easement A and B- 1408 Sq. Ft

Grading Agreement and Temporary Construction Easement- 3,233 Sq. Ft.

VALUE

Estimated value of interests and damages:

TEN THOUSAND SIX HUNDRED AND NINETY DOLLARS (\$10,690)

GRID NORTH
VS. NORTH ZONE

LINE TABLE		
NO.	BEARING	LENGTH
L1	S 59°40'08" E	1.25'
L2	S 68°17'41" E	28.94'
L3	N 28°14'22" E	7.53'
L4	S 28°14'22" W	7.71'

PART OF LOT 5
D.B. 937, PG. 235
TAX MAP 71-2 ((1)) 16

GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION
EASEMENT

STORM DRAINAGE
EASEMENT "A"

STORM DRAINAGE
EASEMENT "B"

MABEL CRANDALL AND/OR
HEIRS AND ASSIGNS AND
OWNERS UNKNOWN RECORDED IN
D.B. 965, PG. 41

N 6,986,965.28
E 11,858,855.41
(PROJECT
COORDINATES)

LITTLE RIVER TURNPIKE - RT. 236
(WIDTH VARIES)

HEREBY DEDICATED FOR PUBLIC
STREET PURPOSES

N 6,986,947.32
E 11,858,879.82
(PROJECT
COORDINATES)

PARCEL "A-1"
LITTLE RIVER MEWS
D.B. 5895, PG. 720
TAX MAP 71-2 ((32)) A1

LOT 42A
LITTLE RIVER MEWS
D.B. 5895, PG. 720
TAX MAP 71-2 ((32)) 42A

LOT 41A
LITTLE RIVER MEWS
D.B. 5895, PG. 720
TAX MAP 71-2 ((32)) 41A

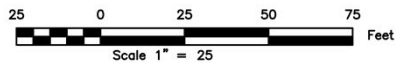
LOT 40A
LITTLE RIVER MEWS
D.B. 5895, PG. 720
TAX MAP 71-2 ((32)) 40A

LOT 39A
LITTLE RIVER MEWS
D.B. 5895, PG. 720
TAX MAP 71-2 ((32)) 39A

LOT 38A

DEDICATION AND EASEMENT AREAS

DEDICATION FOR PUBLIC STREET PURPOSES	231 SQ. FT.
STORM DRAINAGE EASEMENT "A"	470 SQ. FT.
STORM DRAINAGE EASEMENT "B"	938 SQ. FT.
TOTAL AREA STORM DRAINAGE EASEMENT	1,408 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT	3,233 SQ. FT.



PLAT SHOWING
DEDICATION FOR PUBLIC STREET PURPOSES AND
STORM DRAINAGE EASEMENT AND
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT
THROUGH
PROPERTY BEING IN THE NAME OF
**MABEL CRANDALL AND/OR
HEIRS AND ASSIGNS AND OWNERS UNKNOWN**
D.B. 965, PG. 41



COUNTY OF FAIRFAX VIRGINIA

DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES
LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA



LITTLE RIVER TURNPIKE WALKWAY
(EASTBOUND)
FROM HILLBROOK DRIVE TO
LITTLE RIVER RUN DRIVE
PROJECT NUMBER 5G25-060-044

DRAWN BY: KIL	DATE: 12/14/22	SCALE: 1" = 25'	SHEET 1 OF 1
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This plat was prepared with care and diligence for accuracy and legibility, and complies with all relevant Virginia Administrative Code. Often, legibility has degraded upon retrieval from the Circuit Court's Court Public Access Network (CPAN). If you have difficulty deciphering this plat, please contact the County Surveyor directly for a copy of the signed document, if it is still on hand.

Notes:

This plat was prepared without the benefit of a title report; therefore not all encumbrances to the property are necessarily shown hereon.

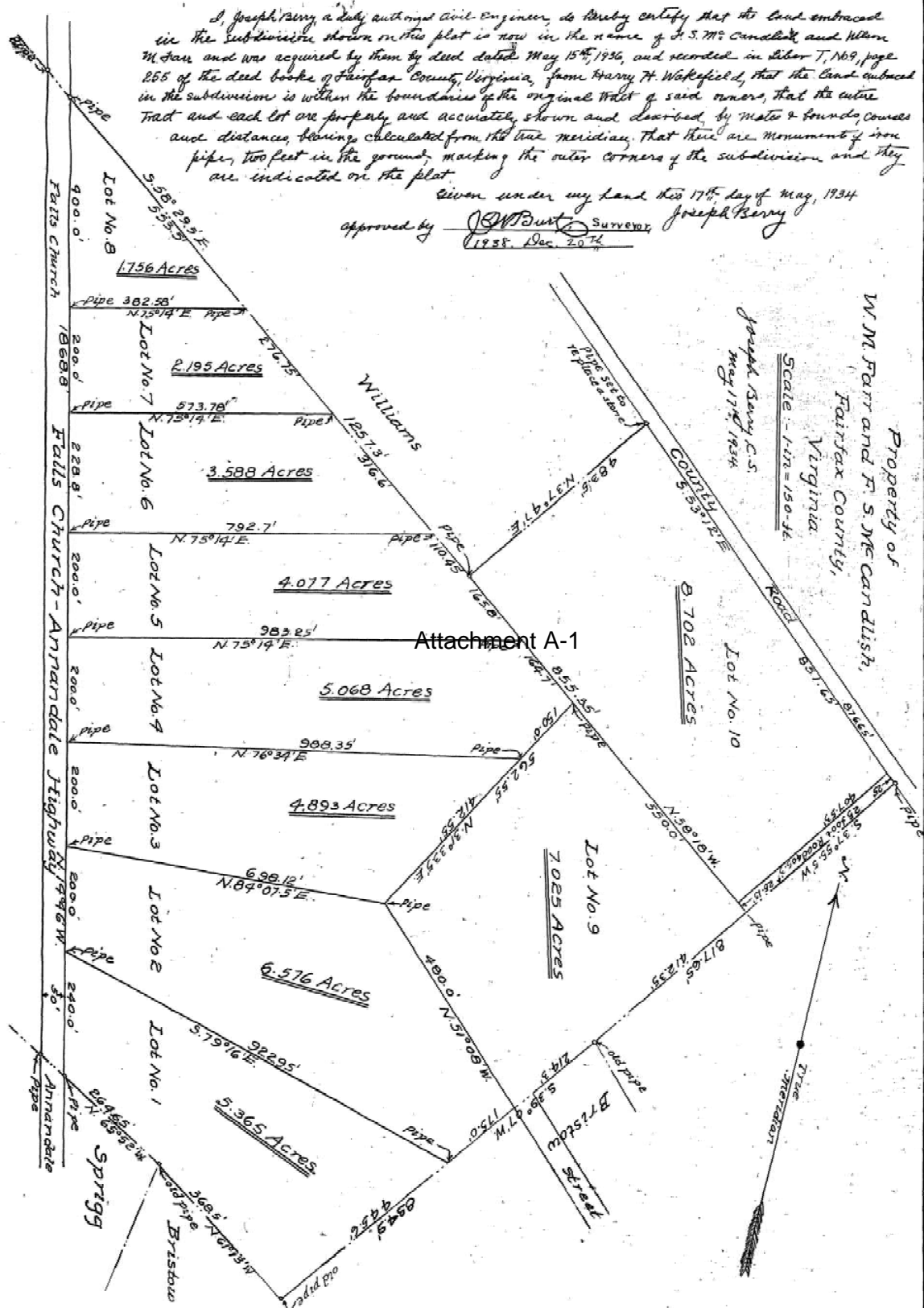
The land shown on this plat is now held as noted in the title block hereon and recorded among the land records of Fairfax County; all easements and dedications for public street purposes are within the bounds of the original tract, as described and recorded therein.

The information shown on this plat was compiled from existing land records and does not represent the results of an actual field run boundary survey.

All previously recorded Rights-of-Way, easements, or other interests of the County shall remain in full force and effect unless otherwise specifically shown hereon.

The properties delineated on this plat is located on Tax Assessment Map 71-2 ((1))

See Deed Book 13, page 581, examined by O.S. & R.M.



Board Agenda Item
June 27, 2023

4:00 p.m.

Public Hearing on Amendments to the Code of the County of Fairfax, Chapter 82, Motor Vehicles and Traffic

ISSUE:

Public Hearing on amendments to the *Code of the County of Fairfax*, Chapter 82, Motor Vehicles and Traffic, Sections 82-1-3, 82-1-6, 82-2-8, 82-5-29, 82-6-39, 82-6-40, 82-6-43, 82-6-44, and 82-9-2.

RECOMMENDATION:

The County Executive recommends the approval of the proposed amendments to Chapter 82.

TIMING:

On June 6, 2023, the Board authorized a public hearing to consider this matter on June 27, 2023, at 4:00 p.m.

BACKGROUND:

As a housekeeping measure to update Chapter 82, portions of Sections 82-1-6 (Adoption of state law), 82-2-8 (Authorization of school board to install and operate a video monitoring system to enforce law against passing stopped school buses), 82-6-39 (Head lamps on motor vehicles), 82-6-40 (Head lamps on motorcycles), 82-6-43 (Lamps on bicycles), 82-6-44 (Lamps on other vehicles; reflex reflectors), and 82-9-2 (Right-of-way of pedestrians) have been amended to reflect changes made to the Code of Virginia by the 2023 General Assembly. A summary of the changes as a result of the 2023 General Assembly amendments affecting Chapter 82 are provided in Attachments 2 and 4. Changes to Chapter 82, portions of Section 82-1-3 (Enforcement by County officers; officers to be uniformed) and 82-5-29 (Removal and disposition of certain unattended vehicles; sale, disposition or proceeds) reflects previous changes made to the Code of Virginia by the General Assembly. A summary of these changes to Chapter 82 are provided in Attachment 6.

EQUITY IMPACT:

None.

Board Agenda Item
June 27, 2023

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 - Proposed Amendments to Chapter 82, Motor Vehicles and Traffic, Article 1, In General.

Attachment 2 - Summary of 2023 General Assembly Amendments Affecting Chapter 82, Motor Vehicles and Traffic, Article 1, In General.

Attachment 3 – Proposed Amendments to Chapter 82, Motor Vehicles and Traffic; Article 6, Equipment; and Article 9, Protection of Pedestrians.

Attachment 4 – Summary of 2023 General Assembly Amendments Affecting Chapter 82, Motor Vehicles and Traffic, Article 2, Signs, Signals and Markers; Article 6, Equipment; and Article 9, Protection of Pedestrians.

Attachment 5 – Proposed Amendments to Chapter 82, Motor Vehicles and Traffic, Article 1, In General and Article 5, Stopping, Standing and Parking.

Attachment 6 – Summary of Previous General Assembly Amendments Affecting Chapter 82, Motor Vehicles and Traffic, Article 1, In General, and Article 5, Stopping, Standing and Parking.

STAFF:

Thomas Arnold, Deputy County Executive
Colonel Kevin Davis, Chief of Police

Assigned Counsel:

Kimberly P. Baucom, Senior Assistant County Attorney

**Proposed Amendments to
Chapter 82, Motor Vehicles and Traffic**

Article 1. – In General.

Section 82-1-6. – Adoption of State Law

Pursuant to the authority of Section 46.2-1313 of the Virginia Code, all provisions and requirements of the following sections of the Code of Virginia, as in effect on July 1, ~~2022~~ 2023, except those provisions and requirements the violation of which constitutes a felony, are hereby incorporated into the Fairfax County Code by reference, effective July 1, ~~2022~~ 2023, except where otherwise noted.

18.2-266	18.2-269	46.2-203.1
18.2-266.1	18.2-270	<u>46.2-208</u>
18.2-267	18.2-270.01	46.2-218
18.2-268.1	18.2-270.1	46.2-300
18.2-268.2	18.2-271	46.2-301
18.2-268.3	<u>18.2-271.1</u>	46.2-301.1
18.2-268.4	18.2-272	46.2-302
18.2-268.5	<u>46.2-100</u>	46.2-329
18.2-268.6	46.2-102	46.2-334.001
18.2-268.7	46.2-104	46.2-341.20:5
18.2-268.8	46.2-108	46.2-341.26:2
18.2-268.9	46.2-109	46.2-341.26:3
18.2-268.10	46.2-110	46.2-341.26:4
18.2-268.11	46.2-111	46.2-341.26:7
18.2-268.12	46.2-112	46.2-341.26:9

46.2-341.27	<u>46.2-684.2*</u>	46.2-816.1
46.2-341.28	46.2-704	46.2-817
46.2-345.3	46.2-711	46.2-818.1
46.2-346	46.2-715	<u>46.2-818.2</u>
46.2-349	46.2-716	46.2-819.4
46.2-371	46.2-724	46.2-820
46.2-373	46.2-730	46.2-821
46.2-376	46.2-800	46.2-822
46.2-379	46.2-801	46.2-823
<u>46.2-380</u>	46.2-802	46.2-824
46.2-391.01	46.2-803	46.2-825
46.2-391.2	46.2-804	46.2-826
46.2-391.3	46.2-805	46.2-827
46.2-391.4	46.2-806	46.2-828
<u>46.2-392</u>	46.2-807	46.2-828.2
46.2-393	46.2-808	46.2-829
46.2-398	46.2-808.1	46.2-830
46.2-602.3	46.2-808.2	46.2-831
46.2-612	46.2-810	<u>46.2-832</u>
46.2-613	46.2-811	46.2-833
46.2-616	46.2-812	46.2-833.1
46.2-617	46.2-814	46.2-834
46.2-618	46.2-816	46.2-835

46.2-836	46.2-861	46.2-880
46.2-837	<u>46.2-861.1</u>	46.2-882
46.2-838	46.2-862	46.2-882.1
46.2-839	46.2-863	46.2-883
46.2-841	46.2-864	46.2-884
46.2-842	46.2-865	46.2-885
46.2-842.1	46.2-865.1	46.2-886
<u>46.2-844</u>	46.2-866	46.2-887
46.2-845	46.2-868	46.2-888
46.2-846	46.2-868.1	46.2-889
46.2-848	46.2-869	46.2-890
46.2-849	46.2-870	46.2-891
46.2-850	46.2-871	46.2-892
46.2-851	46.2-872	46.2-893
46.2-852	<u>46.2-873</u>	46.2-894
46.2-853	46.2-874	46.2-895
46.2-854	46.2-876	46.2-896
46.2-855	46.2-877	46.2-897
46.2-856	46.2-878	46.2-898
46.2-857	46.2-878.1	46.2-899
46.2-858	46.2-878.2	46.2-900
<u>46.2-859</u>	46.2-878.3	46.2-902
46.2-860	46.2-879	46.2-903

46.2-904	46.2-929	46.2-1021
46.2-904.1	46.2-930	46.2-1022
46.2-905	46.2-932	<u>46.2-1023</u>
46.2-906	46.2-936	46.2-1024
46.2-908.1	46.2-937	<u>46.2-1025</u>
46.2-909	46.2-940	46.2-1026
46.2-910	46.2-942	46.2-1027
46.2-911.1	46.2-1001.1	<u>46.2-1030</u>
46.2-912	46.2-1001	46.2-1031
46.2-914	46.2-1002	46.2-1032
46.2-915	46.2-1003	46.2-1033
46.2-915.2	46.2-1004	46.2-1034
46.2-918	46.2-1010	46.2-1035
46.2-919	<u>46.2-1011</u>	46.2-1036
46.2-919.1	<u>46.2-1012</u>	46.2-1037
<u>46.2-920</u>	46.2-1013	46.2-1038
46.2-921	46.2-1014	46.2-1039
46.2-922	<u>46.2-1015</u>	46.2-1040
46.2-923	<u>46.2-1016</u>	46.2-1041
<u>46.2-924</u>	46.2-1017	46.2-1043
46.2-926	46.2-1018	46.2-1043.1
46.2-927	46.2-1019	46.2-1044
46.2-928	46.2-1020	46.2-1047

46.2-1049	46.2-1077.01	46.2-1116
46.2-1050	46.2-1078	46.2-1118
46.2-1052	46.2-1079	46.2-1120
46.2-1053	46.2-1080	46.2-1121
<u>46.2-1054</u>	46.2-1081	46.2-1130
46.2-1055	46.2-1082	46.2-1137
46.2-1056	46.2-1083	46.2-1150
46.2-1057	46.2-1084	46.2-1151
46.2-1058	46.2-1088	46.2-1154
46.2-1059	46.2-1088.1	46.2-1155
46.2-1060	46.2-1088.2	46.2-1156
46.2-1061	46.2-1088.5	46.2-1157
46.2-1063	46.2-1088.6	46.2-1158
46.2-1064	<u>46.2-1090</u>	<u>46.2-1158.01</u>
46.2-1065	46.2-1091	46.2-1158.02
46.2-1066	46.2-1092	46.2-1158.1
46.2-1067	46.2-1093	46.2-1172
46.2-1068	46.2-1102	46.2-1173
46.2-1070	46.2-1105	46.2-1216
46.2-1071	46.2-1110	46.2-1218
46.2-1072	46.2-1111	46.2-1219.2
46.2-1076	46.2-1112	46.2-1219.3
46.2-1077	46.2-1115	46.2-1231

46.2-1234	46.2-1309	46.2-2910
<u>46.2-1240</u>	46.2-1508.2	
46.2-1242	46.2-1552	
46.2-1250	46.2-1561	

References to "highways of the state" contained in such provisions and requirements hereby adopted shall be deemed to refer to the streets, highways and other public ways within the County. Such provisions and requirements are hereby adopted, mutatis mutandis, and made a part of this chapter as fully as though set forth at length herein; and it shall be unlawful for any person, within the county, to violate or fail, neglect or refuse to comply with any provision of Title 46.2 or Title 18.2-266, 18.2-266.1, 18.2-267, 18.2-268.1 through 18.2-268.12, 18.2-269, 18.2-270, 18.2-270.01, 18.2-270.1, 18.2-271, 18.2-271.1 and 18.2-272 of the *Code of Virginia* which is adopted by this section; provided, that in no event shall the penalty imposed for the violation of any provision or requirement hereby adopted exceed the penalty imposed for a similar offense under Title 46.2 or Title 18.2-266, 18.2-266.1, 18.2-267, 18.2-268.1 through 18.2-268.12, 18.2-269, 18.2-270, 18.2-270.01, 18.2-271, 18.2-270.1, 18.2-271.1 and 18.2-272 of the *Code of Virginia*.

* To become effective on July 1, ~~2023~~ 2024, per ~~2022~~ 2023 Acts of General Assembly Chapter ~~54~~ 86.

~~** To become effective on July 1, 2023, per 2022 Acts of General Assembly Chapter 50.~~

(20-83-82; 25-84-82; 14-85-82; 16-87-82; 29-88-82; 20-89-82; 30-89-82; 18-90-82; 36-90-82; 23-91-82; 37-91-82; 37-92-82; 46-92-82; 33-93-82; 27-94-82; 17-95-82; 35-95-82; 25-96-82; 41-96-82; 18-97-82; 21-98-82; 20-99-82; 27-00-82; 25-01-82; 24-02-82; 33-02-82; 26-03-82; 25-04-82; 22-05-82; 18-06-82; 21-07-82; 45-08-82; 52-08-82; 41-09-82; 21-10-82; 22-11-82; 13-12-82; 15-12-82; 48-13-82; 27-14-82; 21-15-82; 21-16-82; 11-17-82; 21-18-82; 21-19-82; 10-20-82; 13-21-82; 13-22-82).

ATTACHMENT 2

SUMMARY OF 2023 GENERAL ASSEMBLY AMENDMENTS AFFECTING CHAPTER 82

The information presented below summarizes changes to Title 46.2 of the *Code of Virginia*, portions of which are adopted by reference into Chapter 82 of the *Code of the County of Fairfax*.

Be it enacted by the General Assembly of Virginia:

An Act to amend and reenact § [46.2-1025](#) of the Code of Virginia, relating to amber lights on motor vehicles. Removes the prohibition on using lit amber lights on vehicles used or operated by licensed amateur radio operators in certain situations while such vehicles are in motion.

An Act to amend and reenact § [46.2-684.2](#) of the Code of Virginia, relating to farm use placards. Delays from July 1, 2023, to July 2024, the date by which vehicles claiming a farm use exemption are required to obtain a farm use placard from the Department of Motor Vehicles and display such placard at all times.

An Act to amend and reenact § [46.2-380](#) of the Code of Virginia, relating to crash reports. Changes the person authorized to inspect a crash report from the present owner of the vehicle or property involved in the crash to the owner of such vehicle or property at the time of the crash.

An Act to amend and reenact § [46.2-1158.01](#) of the Code of Virginia, relating to commercial vehicle inspections. Provides that commercial vehicles operating in interstate commerce are exempt from the vehicle safety inspection requirement if such vehicle is inspected in accordance with the federal requirement of annual inspections.

An Act to amend and reenact §§ [46.2-844](#) and [46.2-859](#) of the Code of Virginia, relating to passing stopped school buses. Makes evidence that a bus was stopped with at least one warning device activated prima facie evidence that the bus was stopped for the purpose of taking on or discharging children, the elderly, or mentally or physically handicapped persons.

An Act to amend and reenact § [46.2-844](#) of the Code of Virginia, relating to video monitoring systems for passing stopped school buses. Extends from 10 days to 30 business days the deadline for issuing a summons for an alleged violation of passing a stopped school bus to create a rebuttable presumption that the registered owner of the motor vehicle was the person operating the motor vehicle at the time of the violation.

An Act to amend and reenact § [46.2-1016](#) of the Code of Virginia, relating to lights on animal-drawn vehicles. Clarifies that the existing requirements for vehicles to display

white lights in the front and red lights in the rear or approved reflectors applies to animal-drawn vehicles. Such lights may be battery-operated.

An Act to amend and reenact §§ [46.2-920](#), [46.2-1023](#), and [46.2-1030](#) of the Code of Virginia, relating to flashing red and white warning lights on emergency vehicles. Allows vehicles operated by the Washington Metropolitan Area Transit Authority Office of Emergency Preparedness to (i) be equipped with flashing, blinking, or alternating red or red and white combination warning lights and (ii) disregard certain regulations regarding the operation of vehicles without being subject to criminal prosecution while responding to an emergency.

An Act to amend and reenact § [46.2-861.1](#) of the Code of Virginia, relating to yielding or reducing speed for stationary vehicles, vehicles displaying hazard lights, caution signs, or road flares. Requires drivers to make a lane change or reduce speed when passing stationary vehicles that have activated the vehicular hazard warning signal flashers, displayed caution signs, or been marked with properly lit flares or torches on certain highways when safe and reasonable to do so.

An Act to amend and reenact § [46.2-818.2](#) of the Code of Virginia, relating to the use of handheld personal communication devices by the operators of motor vehicles. Clarifies the penalty structure for a first offense and a second or subsequent offense of using a handheld personal communication device by the operator of a motor vehicle, both of which are traffic infractions.

An Act to amend and reenact § [46.2-1054](#) of the Code of Virginia, relating to objects obstructing the driver's view. Allows the suspension and use of any dashboard camera and any accompanying wires or attachments in or on a motor vehicle provides that (i) the use is not prohibited by Title 49 of the Code of Federal Regulations and (ii) such camera, wires and attachments are wholly or mostly concealed behind the rear view mirror without any additional obstruction to the driver's view.

An Act to amend and reenact §§ [46.2-392](#) and [18.2-271.1](#) of the Code of Virginia, relating to the Alcohol Safety Action Program. Directs the local independent policy board of the program to endeavor to select one criminal defense attorney with specialized knowledge in representing persons charged with driving while intoxicated offenses and one local attorney for the Commonwealth. The amendment provides any court that has convicted a person of a reckless driving violation in which the defendant was initially charged with a driving while intoxicated violation shall have continuing jurisdiction over such person during any period of license revocation. Additionally, any person convicted of a reckless driving offense which the court has reason to believe is alcohol-related or drug-related and the person's driver's license is suspended and requires the person to enter and successfully complete an alcohol safety action program, the Commissioner shall not reinstate the person's driver's license until receipt of certification that the person has enrolled in and completed the alcohol safety action program.

An Act to amend and reenact §§ [46.2-1011](#), [46.2-1012](#), and [46.2-1015](#) of the Code of Virginia relating to aftermarket headlight modification; blue lights. Prohibits the use of headlights not approved by the Superintendent on motor vehicles, motorcycles, autocycles, bicycles, electric personal assistive mobility devices, personal delivery devices, electric power-assisted bicycles, mopeds, and motorized skateboards or scooters with aftermarket modifications that make such headlights appear as a blue light.

An Act to amend and reenact § [46.2-208](#) of the Code of Virginia relating to signal violation and traffic control device violation monitoring systems. Allows operators acting on behalf of certain government entities to request violator vehicle information related to (i) the name and address of the owner and (ii) the vehicle information, including all descriptive vehicle data, title, registration data, and (iii) if available, email or other electronic address for individuals who have failed to pay a toll, failed to comply with a traffic light signal, or improperly used the Dulles Access Highway.

An Act to amend and enact § [46.2-873](#) of the Code of Virginia, relating to school crossing zones. Increases the maximum boundaries of a school crossing zone from 600 feet to 750 feet from the limits of school property.

An Act to amend and enact § [46.2-924](#) of the Code of Virginia, relating to drivers stopping for pedestrians. Requires the driver of a vehicle on a highway approaching a pedestrian who is crossing such highway to stop when such pedestrian is within the driver's lane or within an adjacent lane and approaching the driver's lane.

An Act to amend and reenact § [46.2-832](#) of the Code of Virginia, relating to damaging or removing temporary work signs. Expands the prohibition on damaging or removing traffic control devices or street signs, punishable as a Class 1 misdemeanor, to include damaging or removing temporary signs approved by the Department of Transportation.

An Act to amend and reenact §§ [46.2-100](#), [46.2-844](#), [46.2-859](#), and [46.2-1090](#) of the Code of Virginia, relating to terminology regarding individuals with disabilities. Replaces instances of the terms "handicap," "handicapped," and similar variations throughout the Code of Virginia with alternative terms, as appropriate in the statutory context. These are technical amendments at the recommendation of the Virginia Disability Commission.

An Act to amend and reenact §§ [46.2-208](#) and [46.2-1240](#) of the Code of Virginia, relating to access to privileged information and the issuance of handicapped placards. Expands persons allowed to access privileged information to include advanced practice registered nurses and allows advanced practice registered nurses to issue handicapped placards.

ATTACHMENT 3

Proposed Amendments to Chapter 82, Motor Vehicles and Traffic

ARTICLE 2. – Signs, Signals and Markers

Section 82-2-8. – Authorization of school board to install and operate a video monitoring system to enforce law against passing stopped school buses; enforcement; and penalty.

- (a) The Fairfax County School Board is authorized to install and operate a video-monitoring system in or on the school buses operated by the School Board, or it may contract with a private vendor to do so on its behalf for the purpose of recording violations of subsection A of Virginia Code § 46.2-844, incorporated by reference into the Fairfax County Code pursuant to Section 82-1-6.
- (b) "Video-monitoring system" has the same meaning as the definition set forth in Virginia Code § 46.2-844(B).
- (c) The driver of a vehicle that is found to have failed to comply with Virginia Code § 46.2-859, as evidenced by information obtained from a video-monitoring system, shall be liable for a monetary civil penalty of \$250.00 imposed in accordance with this ordinance.
- (d) In any prosecution for which a summons charging a violation of this section was issued within ~~ten~~ thirty business days of the alleged violation, proof that the motor vehicle described in the summons was operated in violation of this section, together with proof that the defendant was at the time of such violation the registered owner of the vehicle, as required by Chapter 6 of Subtitle II of Title 46.2 of the Virginia Code, shall give rise to a rebuttable presumption that the registered owner of the vehicle was the person who operated the vehicle at the place where, and for the time during which, the violation occurred. Such presumption shall be rebutted if (i) the owner of the vehicle files an affidavit by regular mail with the clerk of the general district court that he was not the operator of the vehicle at the time of the alleged violation, (ii) the owner testifies in open court under oath that he was not the operator of the vehicle at the time of the alleged violation, or (iii) a certified copy of a police report showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation of this section is presented prior to the return date established on the summons issued pursuant to this section to the court adjudicating the alleged violation. Nothing herein shall limit the admission of otherwise admissible evidence.
- (e) Any person who receives a summons pursuant to this ordinance may waive his right to appear and be formally tried for the offense pursuant to Virginia Code § 16.1-69.40:1.B. The waiver shall be effective when the person pays the civil penalty of \$250.00 and all applicable court costs and processing fees to the Clerk of the General District Court.

- (f) The Clerk of the General District Court shall at month end, in addition to remittance of all other local cost and fee monies, transmit to the Fairfax County Director of Finance all funds received from a civil penalty imposed pursuant to this Section. In accordance with a written agreement between Fairfax County and the Fairfax County School Board, the Fairfax County Director of Finance shall deduct certain costs incurred by Fairfax County associated with the administration of this ordinance and then remit the remaining balance of the funds to the Fairfax County School Board.

(02-17-82.)

ARTICLE 6. - Equipment.

Section 82-6-39. – ~~Head lamps~~ Headlights on motor vehicles.

Every motor vehicle other than a motorcycle, road roller, road machinery or tractor used on a highway shall be equipped with at least two (2) ~~head lamps~~ headlights as approved by the Superintendent, at the front of and on opposite sides of the motor vehicle.

Such headlights shall not have any aftermarket modifications that cause the headlights to appear as a blue light; however, such prohibition shall not be construed to prohibit the installation and use of headlights of types approved by the Superintendent. (3-13-63; 1961 Code, § 16-175.)

Section 82-6-40. – ~~Head lamps~~ Headlights on motorcycles.

Every motorcycle shall be equipped with at least one (1) headlight and ~~not more than two (2) head lamps~~ which shall be of a type that has been approved by the superintendent and shall be capable of projecting sufficient light to the front of such motorcycle to render discernible a person or object at a distance of two hundred (200) feet, ~~but shall not project a glaring or dazzling light to persons approaching such motorcycles.~~ Each motorcycle may be equipped with not more than two auxiliary headlights of a type approved by the Superintendent except as otherwise provided in this section. However, headlights shall not (i) project a glaring or dazzling light to persons approaching such motorcycles or (ii) have any aftermarket modifications that cause such headlight to appear as a blue light. Such prohibition shall not be construed to prohibit the installation and use of headlights of types approved by the Superintendent. (3-13-63; 1961 Code, § 16-176.)

Section 82-6-43. – Lamps Lights on bicycles.^[134]

Every bicycle, when in use between sunset and sunrise, shall be equipped with a lamp headlight on the front which shall emit a white light visible in clear weather from a distance of at least five hundred (500) feet to the front and with a red reflector visible from a distance of at least six hundred (600) feet on the rear of a type approved by the Superintendent which shall be visible from all distances in clear weather from fifty (50) feet to three hundred (300) feet a distance to the rear when directly in front of lawful upper ~~upper~~ lower beams of head lamps headlights on a motor vehicle. A lamp emitting a red light visible in clear weather from a distance of five hundred (500) feet to the rear may be used in lieu of or in addition to the red reflector. Such headlights shall not have any aftermarket modifications that cause the headlights to appear as a blue light; however, such prohibition shall not be construed to prohibit the installation and use of headlights of types approved by the Superintendent.

In addition to the foregoing provisions of this section, a bicycle or its rider may be equipped with lights or reflectors. These lights may be steady burning or blinking. (3-13-63; 1961 Code, § 16-178.)

Footnotes:

--- (134) ---

126. For similar state law, see Va. Code Ann., § 46.2-1015.

Section 82-6-44. – Lamps Lights on other vehicles; ~~reflex~~-reflectors.^[135]

- (a) All vehicles, including animal-drawn vehicles, or other mobile equipment not heretofore in this Article required to be equipped with specified lamps lights shall carry one or more lamps or lanterns lights capable of projecting a white light to the front and a red light to the rear visible in clear weather from a distance of not less than five hundred (500) feet to the front and rear of such vehicles. Such light may be battery-operated.
- (b) In lieu of or in addition to the lamps or lanterns lights, a ~~reflex~~ reflector of a type, size and color approved by the Superintendent may be permanently affixed to the rear and front of such any vehicle described in this section. (3-13-63; 1961 Code, § 16-179.) Code, § 16-179.)

Footnotes:

--- (135) ---

127. For similar state law, see Va. Code Ann., § 46.2-1016.

ARTICLE 9. – Protection of Pedestrians.

Section 82-9-2. – Right-of-way of pedestrians.^[169]

- (a) The driver of any vehicle upon a highway or street shall ~~yield the right-of-way to stop when~~ a pedestrian crossing is within the driver's lane or within an adjacent lane and approaching the driver's lane of such highway or street within any clearly marked crosswalk, whether at mid-block or at the end of any block, or at any regular pedestrian crossing included in the prolongation of the lateral boundary lines of the adjacent sidewalk at the end of a block, or at any intersection when the driver is approaching on a highway or street where the legal maximum speed does not exceed thirty-five miles per hour, except at intersections or crosswalks where the movement of traffic is being regulated by law enforcement officers, uniformed school crossing guards, or traffic direction devices where the driver shall yield according to the direction of the law enforcement officer, uniformed school crossing guard, or device.
- (b) No pedestrian shall enter or cross an intersection in disregard of approaching traffic.
- (c) The drivers of vehicles entering, crossing, or turning at intersections shall change their course, slow down, or come to a complete stop if necessary to permit pedestrians to cross such intersections safely and expeditiously.
- (d) Pedestrians crossing highways or streets at intersections shall at all times have the right-of-way over vehicles making turns into the highways or streets being crossed by the pedestrians. (3-13-63; 1961 Code, § 16-222; 37-76-82; 35-02-82.)

Footnotes:

--- (169) ---

161. For similar state law, see Va. Code Ann., § 46.2-924.

ATTACHMENT 4

SUMMARY OF 2023 AMENDMENTS AND REPEAL AFFECTING CHAPTER 82

The information presented below summarizes changes to Title 46.2 of the *Code of Virginia*, portions of which are adopted by reference into Chapter 82 of the *Code of the County of Fairfax*.

Section [82-2-8](#) of the Traffic Code of Fairfax County, Virginia, related to the school board to install and operate a video monitoring system to enforce laws against passing stopped school buses, § [46.2-844](#) of the Code of Virginia. Extends the time from 10 days to 30 business days the deadline for issuing a summons for an alleged violation of passing a stopped school bus to give rise to a rebuttable presumption that the registered owner of the vehicle was the operator during the violation.

Section [82-6-39](#) of the Traffic Code of Fairfax County, Virginia, related to head lamps on motor vehicles, § [46.2-1011](#) of the Code of Virginia. Updates language from “head lamps” to “headlights” and prohibits the use of headlights on motor vehicles with aftermarket modifications that make such headlights appear as a blue light, unless such headlights are approved by the Superintendent.

Section [82-6-40](#) of the Traffic Code of Fairfax County, Virginia, related to head lamps on motorcycles, § [46.2-1012](#) of the Code of Virginia. Updates language from “head lamps” to “headlights” and prohibits the use of headlights on motorcycles with aftermarket modifications that make such headlights appear as a blue light, unless such headlights are approved by the Superintendent.

Section [82-6-43](#) of the Traffic Code of Fairfax County, Virginia, related to lamps on bicycles, § [46.2-1015](#) of the Code of Virginia. Updates the language from “lamps” to “lights” or “headlights” depending on the context and prohibits the use of headlights on bicycles with aftermarket modifications that make such headlights appear as blue light, unless such headlights are approved by the Superintendent. Additionally, updates the language regarding a red reflector visible from a distance of at least 600 feet to the rear when directly in front of the lower beam headlights on a motor vehicle.

Section [82-6-44](#) of the Traffic Code of Fairfax County, Virginia, related to lamps on other vehicles, § [46.2-1016](#) of the Code of Virginia. Updates the language from “lamps” to “lights” and clarifies the requirements that animal-drawn vehicles are required to display white lights in the front and red lights in the rear or use approved reflectors affixed to the rear and front of such vehicle. Additionally, the use of any such lights may be battery-operated.

Section [82-9-2](#) of the Traffic Code of Fairfax County, Virginia, related to right-of-way of pedestrians, § [46.2-924](#) of the Code of Virginia. Requires the driver of a vehicle on a highway approaching a pedestrian who is crossing such highway to stop when such pedestrian is within the driver's lane or within an adjacent lane and approaching the driver's lane.

ATTACHMENT 5

Proposed Amendments to Chapter 82, Motor Vehicles and Traffic, Article 5

Article 5. – Stopping, Standing and Parking

Section 82-1-3. Enforcement by County officers; officers to be uniformed.

- (a) Every police officer shall enforce the provisions of this Chapter; provided that such officer shall be uniformed at the time of such enforcement or shall display his badge, or other sign of authority; and provided further, that all officers making arrests incident to the enforcement of this Chapter shall be paid fixed and determined salaries for their services and shall have no interest in, nor be permitted by law to accept the benefit of, any fine or fee resulting from the arrest or conviction of an offender against any provision of this Chapter.
- (b) With the consent of the landowner, any such officer or other uniformed employee of the police department may patrol the landowner's property to enforce State or County motor vehicle registration and licensing requirements.
- (c) Any law enforcement officer may patrol the streets and roads within subdivisions of real property or within a condominium pursuant to the Virginia Condominium Act (§ 55.1-1900 et seq.) or land submitted to a horizontal property regime pursuant to the Horizontal Property Act (§ 55.1-2000 et seq.), which streets and roads are maintained by the owners of the lots or parcels of land within the subdivision or the owners of condominium units within any horizontal property regime or any association of such owners, on the request or with the consent of the owners or association of owners, to enforce the provisions of Title 46.2 of the Code of Virginia punishable as felonies, misdemeanors, or traffic infractions.
- (d) A summons or parking ticket for violations of the parking regulations contained in this Chapter may be issued by law-enforcement officers, uniformed employees of the Fairfax County Police Department who are authorized by the Chief of Police, or by uniformed personnel serving under contract with the County pursuant to the Code of Virginia § 46.2-1220. (3-13-63; 1961 Code, § 16-3; 37-76-82; 26-81-82; 13-21-82.)

Section 82-5-29. Removal and disposition of unattended vehicles; sale; disposition or proceeds.^[107]

- (a) Whenever any motor vehicle, trailer or semitrailer is found on the public streets or public grounds unattended by the owner or operator and constitutes a hazard to traffic, or is parked in such manner as to be in violation of law, or whenever any motor vehicle, trailer or semitrailer is left unattended for more than 15 days upon any public property or privately owned property other than the property of the owner of such motor vehicle, trailer or semitrailer, or is abandoned upon such public property or privately owned property, without the permission of the owner, lessee or occupant thereof, or whenever any motor vehicle, trailer, or semitrailer is stalled or rendered immobile as the result of adverse weather conditions or other emergency situations on any public roadway, any such motor vehicle, trailer or semitrailer may be removed for safekeeping by or under the direction of a ~~police officer~~ law-enforcement officer or other uniformed employee of the Fairfax County Police Department who specifically is authorized to do so by the Chief of Police or his designee to a storage area; provided, however, that no such vehicle shall be so removed from privately owned premises without the written request of the property owner, property lessee, or property occupant thereof.
- (b) The person at whose request such motor vehicle, trailer or semitrailer is removed from privately owned property shall indemnify the County against any loss or expense incurred by reason of removal, storage or sale thereof.
- (c) It shall be presumed that such motor vehicle, trailer or semitrailer, or part thereof, is abandoned if: (1) it lacks either a current license plate, or a valid state inspection certificate or sticker, or is parked in violation of the law; or (2) it has been in a specific location for 15 days without being moved at least 300 feet. Provision (2) does not apply if the vehicle is parked within 500 feet of the property line where the vehicle is registered.
- (d) Each removal shall be reported immediately to the Department of Public Safety Communications and notice thereof given to the owner of the motor vehicle, trailer or semitrailer as promptly as possible.
- (e) The owner of such motor vehicle or trailer or semitrailer, before obtaining possession thereof, shall pay to the parties entitled thereto all reasonable costs incidental to the removal, storage, and locating and notifying the owner of the motor vehicle, trailer, or semitrailer. Should such owner fail or refuse to pay the cost, or should the identity or whereabouts of such owner be unknown and unascertainable after a diligent search has been made, and after notice to him at his last-known address and to the holder of any lien of record filed with the Virginia Department of Motor Vehicles against the motor vehicle, trailer or semitrailer, the officer or authorized agent designated by the Chief of Police may, after holding the motor vehicle, trailer or semitrailer 40 days and after due notice of sale dispose of the same at a public auction, which may include an internet sale by auction. The County or its authorized agent shall reimburse itself for the expenses of the auction, the cost of removal, storage, and

investigation as to ownership and liens. Any remainder from the proceeds of a sale shall be held for the owner of the abandoned motor vehicle or any person having security interest in the vehicle, as their interests may appear, for 60 days, and then be deposited into the General Fund of the County.

- (f) This Section shall not operate to deprive any person of other remedies available under law to obtain payment from the owner of unattended, abandoned or immobile vehicles for towing, storage or other services rendered.
- (g) The Virginia Department of Motor Vehicles shall be notified of the disposition of any motor vehicle, trailer or semitrailer under this Section.
- (h) Any person who shall violate, permit, or suffer or allow anyone to violate any provisions of Section 82-5-29 shall be punished as provided in Section 82-1-32. (3-13-63; 1961 Code, § 16-133; 37-76-82; 26-81-82; 24-84-82; 34-86-82; 08-06-82; 27-18-82.)

Footnotes:

--- (107) ---

98. For authority of the county to adopt this Section, see Va. Code Ann., § 46.2-1213.

ATTACHMENT 6

SUMMARY OF AMENDMENTS AND REPEAL AFFECTING CHAPTER 82, Article 1, In General & ARTICLE 5, STOPPING, STANDING AND PARKING

The information presented below summarizes changes to Title 46.2 of the *Code of Virginia*, portions of which are adopted by reference into Chapter 82 of the *Code of the County of Fairfax*.

Section [82-1-3](#) of the Traffic Code of Fairfax County, Virginia, related to enforcement of parking regulations, § [46.2-1220](#) of the Code of Virginia. Clarifies that parking regulations may be enforced by law-enforcement officers, authorized uniformed employees of the Fairfax County Police Department, or by uniformed personnel serving under contract with the County. This provision of Va. Code § 46.2-1220 was amended in 2019 and made applicable to all localities.

Section [82-5-29](#) of the Traffic Code of Fairfax County, Virginia, related to the removal and disposition of unattended vehicles, § [46.2-1213](#) of the Code of Virginia. Expands the authority to remove motor vehicles, trailers or semitrailers to other authorized uniformed employees of the Fairfax County Police Department, to include Parking Enforcement Officers.

Board Agenda Item
June 27, 2023

4:00 p.m.

Public Hearing on an Agreement Between the Commissioner of Highways and the Board of Supervisors Regarding Removing Signs Located Within the Limits of any Highway in Fairfax County

ISSUE:

The proposed agreement with the Commissioner of Highways would allow the Board and its agents to remove signs located within the limits of any highway in Fairfax County.

RECOMMENDATION:

The County Executive recommends the Board enter into the Agreement with the Commissioner in substantially the same form as set forth in Attachment 1.

TIMING:

On June 6, 2023, the Board of Supervisors authorized the advertisement of this public hearing.

BACKGROUND:

Virginia Code § 33.2-1224 generally prohibits signs (including advertising) within the limits of highways. Section 33.2-1225 authorizes the Commissioner to enter into agreements with the Board of Supervisors to allow local enforcement of § 33.2-1224. On March 11, 2013, following a public hearing on February 26, 2013, the Board and the Commissioner entered into such an agreement. The 2013 agreement authorized the Board to act as the Commissioner's agent to remove signs from the limits of the highways within Fairfax County and collect the penalties and costs provided for in Virginia Code § 33.2-1224.

After the Board signed that agreement, the Sheriff's Community Labor Force (CLF) began collecting signs. The CLF collected signs in eight-hour shifts on Tuesdays, Wednesdays, and Thursdays. Over the years, the Sheriff's Office spent approximately \$32,000 annually on vehicle costs to collect these signs —fuel, mileage, maintenance, and replacement costs of two trucks. In addition, the Sheriff's Office employed one deputy per truck for the three collection shifts, at an annual cost of approximately \$149,760.

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In the spring of 2016, the Department of Code Compliance (DCC) began its illegal sign enforcement efforts. DCC hired two non-merit employees dedicated solely to the illegal sign enforcement program. Collectively, these employees' salaries average \$65,520 annually. DCC also has two vehicles dedicated to its illegal sign enforcement efforts, at an average cost of \$4,800 per vehicle annually. Additionally, DCC incurs administrative costs for this illegal sign enforcement program including such things as invoicing, overseeing the program, and preparing the non-compliant cases for litigation. On January 24, 2017, the Board authorized DCC to impose and collect costs of \$10 per sign for each sign illegally placed within the limits of a highway.

Since 2018, the CLF has collected a total of 54,498 signs:

2018	15,692
2019	13,599
2020	9,823
2021	11,377
2022 (Jan-June)	4,007

To date, DCC has invoiced sign violators \$296,340.00 and has collected \$242,520.00 in invoiced fines—a collection rate of 82%. This collection rate includes payments received as a result of enforcement efforts by the Office of the County Attorney, which has been taking sign violators to court since 2016 to collect civil penalties and costs as permitted by Virginia Code §§ 33.2-1224 and -1225.

Last year, the CLF informed the Board that it no longer had capacity for the sign removal program. Under its 2013 agreement with the Commissioner, and as permitted by state law, the Board could allow only local law-enforcement agencies, local governmental entities, employees, or volunteers to act as its agents in removing signs. During the 2023 legislative session, the Board initiated an amendment to Virginia Code § 33.2-1225 that would also allow the Board to use contractors. That amendment was adopted on March 23 and takes effect on July 1, 2023.

County staff has revised the 2013 agreement to reflect the recent legislative change, and if VDOT agrees, to use plain language. The revised agreement is attached as Attachment 1, except that this version does not include plain language edits, because the Attorney General's office was still reviewing it.

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REGULATORY IMPACT:

The proposed agreement, if approved, would permit the County to act as the Commissioner's agent for the purpose of removing prohibited signs and advertising located within the limits of any highway in Fairfax County and collecting civil penalties provided for in § 33.2-1224, which must be paid to Fairfax County. The agreement would also allow the Board to authorize local law-enforcement agencies, other local governmental entities, contractors, employees, and volunteers to act as the Commissioner's agent in fulfilling the purpose of the agreement.

FISCAL IMPACT:

It is estimated that the annual cost of removal of the signs will be \$447,000. Funding of \$217,308 for this program was approved by the Board of Supervisors as part of the *FY 2023 Third Quarter Review* and the remaining funding of \$229,692 is anticipated to be funded as part of the *FY 2023 Carryover Review*. Funding was approved in Fund, 30010, General Construction and Contributions, Project 2G97-003-000, Illegal Sign Removal Program.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed Agreement

STAFF:

Rachel Flynn, Deputy County Executive
Gabriel M. Zakkak, Director, Department of Code Compliance

ASSIGNED COUNSEL:

Laura S. Gori, Senior Assistant County Attorney

**AGREEMENT BETWEEN
THE VIRGINIA DEPARTMENT OF
TRANSPORTATION AND
THE BOARD OF
SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA
FOR ENFORCEMENT OF LAWS REGARDING ILLEGAL SIGNS AND ADVERTISING
WITHIN THE LIMITS OF THE HIGHWAY**

THIS AGREEMENT is made this _____ day of _____, 20____, between the Commissioner of Highways of the Commonwealth of Virginia (Commissioner), and the County of Fairfax, Virginia, acting by and through its Board of Supervisors (Board).

WITNESSETH:

WHEREAS, pursuant to Title 33.2, Chapter 12, Article 1 of the *Code of Virginia* (1950), as amended (*Code*), the Commissioner, as the chief executive officer of the Virginia Department of Transportation (VDOT), enforces the prohibition on the placement of signs and advertising within the limits of highways in the Commonwealth; and

WHEREAS, the Board, as the governing body of Fairfax County, has an interest in protecting the public health, safety, and welfare, and in protecting the appearance of the County, in general; and

WHEREAS, the Board has found that the proliferation of signs and advertising in the rights-of-way of highways in Fairfax County threatens the public safety and the welfare of the County, and has a negative effect on the appearance of highways; and

WHEREAS, after a public hearing on the matter and as documented by the summary of the Board's meeting on _____, attached hereto as Exhibit A, the Board expressed its desire and agreement to enter into this Agreement with the Commissioner to enforce the provisions of §33.2-1224 of the *Code*, and to collect the penalties and costs provided therein pursuant to § 33.2-1225 and

WHEREAS, the Commissioner desires the Board's assistance in removing signs and advertising from the highways in Fairfax County.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

1. Pursuant to §33.2-1225 of the *Code*, the Commissioner hereby authorizes the Board to act as the Commissioner's agent for the purpose of removing any signs or advertising located within the rights-of-way, in violation of §33.2-1224 of the *Code*.
2. The Commissioner further authorizes the Board to act as the Commissioner's agent, pursuant to §33.2-1225 of the *Code*, for the purpose of collecting the penalties and costs provided for in §33.2-1224 of the *Code*.
3. The Board may authorize local law-enforcement agencies, including, without limitation, the Fairfax County Sheriff's Office, other local governmental entities or contractors to act as agents of the Commissioner for the purpose of fulfilling the terms of this Agreement.
4. Any penalties and costs collected under this Agreement shall be paid to Fairfax County.
5. Any signs or advertising promoting and/or providing directions to a special event erected from Saturday through the following Monday shall not be subject to this Agreement.

6. The Board shall require each of its employees, contractors and any volunteers who are authorized to act on its behalf to comply with the provisions of this Agreement and all applicable laws.
7. If a lawfully placed sign is confiscated by an employee, contractor or volunteer authorized to act for the Board in violation of the authority granted under this Agreement, the sign owner shall have the right to reclaim the sign within five business days of the date of such confiscation.
8. The Parties agree that the following procedures shall apply to the collection of penalties and costs referenced in Paragraph 2, above, and any appeals thereto:
 - a. The Board, or its designee, when collecting the penalties and costs referenced in Paragraph 2, above, shall issue an invoice to the person, firm, or corporation that erected, painted, printed, placed, put, or affixed such sign, or advertisement, or the person, firm or corporation being advertised, for collection of any and all penalties and costs, as provided in §33.2-1224, which shall provide that within 30 days, 33 days if the invoice is sent by mail, the person, firm, or corporation who receives the invoice shall either (a) remit payment of the invoice to the Board, or its designee, or (b) notify the Board or its designee in writing that matter and/or the penalties and costs are disputed.
 - b. In the event that a person, firm, or corporation disputes the matter and/or penalties and costs as noted in subdivision a. the Board shall be responsible for resolving the dispute in accord with all applicable laws.
9. This Agreement may be terminated upon 30-days' written notice by either party to the other party.
10. This Agreement may be amended at any time by the written agreement of the parties.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives:

VIRGINIA
DEPARTMENT OF TRANSPORTATION

FAIRFAX COUNTY, VIRGINIA

Commissioner of Highways
Commonwealth of Virginia
Department of Transportation

County Executive of Fairfax County

Board Agenda Item
June 27, 2023

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2021-IV-S2, Villa Park Road, Located South of Villa Park Road and West of the Ramp Between Backlick Road and Westbound Franconia-Springfield Parkway (Franconia District)

ISSUE:

Plan Amendment (PA) 2021-IV-S2 [PLUS number PA-2021-00013] considers an amendment to Recommendation Area #3 of the S4 Springvale Community Planning Sector of the Comprehensive Plan for Tax Map Parcels 90-2 ((4)) 19 and 20. The property is currently planned for residential uses at a density of 4-5 dwelling units per acre (du/ac) and is currently undeveloped. The amendment considers residential uses at a density of 5-8 du/ac to facilitate development of the site with up to 46 townhouses.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public hearing on this amendment on May 10, 2023, and voted to defer the decision until May 24, 2023. On May 24, 2023, the Planning Commission voted 12-0 to recommend to the Board of Supervisors the adoption of PA 2021-IV-S2.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

The public hearing was deferred from June 6, 2023, to June 27, 2023. Board action is requested on June 27, 2023.

BACKGROUND:

On March 23, 2021, the Board of Supervisors (Board) authorized Plan Amendment (PA) 2021-IV-S21 for Tax Map Parcels 90-2 ((4)) 19 and 20, to consider an option for residential use up to an overall density of 8.5 dwelling units per acre (du/ac), consisting of townhouse residential units. Through the review of the Plan amendment, staff determined that a planned density of 5-8 du/ac is more appropriate for the site in order to meet tree preservation and open space goals. The amendment includes specific considerations for vehicular access, site layout, pedestrian circulation, noise mitigation,

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usable open space, tree preservation, topography constraints, and the compatibility with the adjacent communities.

The review of the Plan amendment is concurrent with rezoning application RZ 2021-LE-00019, Towns at Villa Park. The concurrent application proposes to rezone the property from R-1 to R-8 to accommodate up to 42 dwelling units at a density of 7.2 du/ac. Public hearings for the concurrent zoning application have not been scheduled at this time. Any recommendation for the subject Plan amendment should not be construed as a favorable recommendation by the Board, the Planning Commission, or staff on the proposed zoning application and does not relieve the applicant from compliance with the provisions of all applicable ordinances, regulations, and adopted standards. Staff supports adoption of the proposed Plan amendment.

EQUITY IMPACT:

The Plan amendment supports One Fairfax policy initiative #2 “Housing policies that encourage all who want to live in Fairfax to be able to do so, and the provision of a full spectrum of housing opportunities across the county...” by providing the option for a new townhouse community. The Plan amendment was reviewed by the community at two community meetings, which were well attended and provided opportunities for residents and neighbors to engage in the land use process.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

The Planning Commission Meetings Video Archive is available online at:

https://video.fairfaxcounty.gov/ViewPublisher.php?view_id=10

The Staff Report dated March 29, 2023, has been previously furnished and is available online at:

<https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/villa-park-rd/2021-iv-s2-staff-report.pdf>

STAFF:

Tracy Strunk, Director, Department of Planning and Development (DPD)

Leanna O'Donnell, Director, Planning Division (PD), DPD

Graham Owen, Branch Chief, Policy and Plan Development Branch, PD, DPD

Sophia Fisher, Planner II, Environment and Development Review Branch, PD, DPD

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4:00 p.m.

Public Comment on Issues of Concern