

VIRGINIA: AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS HELD IN THE BOARD MEETING ROOM OF THE ADMINISTRATION BUILDING, DINWIDDIE, VIRGINIA ON THE 6TH DAY OF DECEMBER, 1978 AT 2:00 P.M.

PRESENT: A.S. CLAY, CHAIRMAN ELECTION DISTRICT #4
M.I. HARGRAVE ELECTION DISTRICT #3
T.J. LEFTWICH ELECTION DISTRICT #2
L.A. HODNETT ELECTION DISTRICT #2

L.G. ELDER COMMONWEALTH ATTORNEY
C.L. MITCHELL SHERIFF

ABSENT: G.S. BENNETT, JR., VICE-CHAIRMAN ELECTION DISTRICT #1

IN RE: MINUTES

Upon motion of Mr. Leftwich, seconded by Mr. Hodnett, Mr. Leftwich, Mr. Hodnett, Mr. Hargrave, Mr. Clay voting "aye", the minutes of the November 15, 1978 regular meeting were approved as presented.

IN RE: CLAIMS

Upon motion of Mr. Hodnett, seconded by Mr. Leftwich, Mr. Hodnett, Mr. Leftwich, Mr. Hargrave, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the following claims be approved:

General Fund checks-numbering 78-2247 thru 78-2333 amounting to \$54,343.69; Dog Fund checks-numbering D-78-119 thru D-78-127 amounting to \$1,479.59.

IN RE: DAVID M. GRIFFITH & ASSOCIATES--APPROVAL OF CONTRACT

Upon motion of Mr. Leftwich, seconded by Mr. Hargrave, Mr. Leftwich, Mr. Hargrave, Mr. Hodnett, Mr. Clay voting "aye", the following agreement was adopted:

THIS AGREEMENT, entered into this 6th day of December, 1978, and effective immediately by and between David M. Griffith and Associates, Ltd. (hereinafter called the "Consultant") and the County of Dinwiddie, State of Virginia (hereinafter called the "County"), WITNESSETH THAT:

WHEREAS, the County has programs which it operates with Federal funding, and

WHEREAS, the County supports these programs with support services paid from County appropriated funds, and

WHEREAS, the State of Virginia, Division of Social Services will pay a fair share of these costs if supported by an approved cost allocation plan, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

WHEREAS, the County desires to engage the Consultant to assist in developing a plan which conforms to Federal requirements and will be approved by their representatives;

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. Scope of Services. The Consultant shall do, perform and carry out in a good and professional manner the following services:

- A. Development of a central services cost allocation plan which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing each supporting service such as purchasing, legal counsel, disbursement processing, etc.
- B. Negotiation of the completed cost allocation plan with the representatives of the State of Virginia. These negotiations must be successfully conducted on the County's behalf before any compensation is due the Consultant.
- C. Assistance in preparing the initial claims to the State of Virginia for recovery of funds due the County. Consultant will also monitor the progress of claims through the State to insure the County receives all recoveries due it.
- D. Prepare indirect cost proposal for the Division of Social Services. Additionally, any major EPA, HUD or FHA Grants presently on hand or forthcoming in the immediate future.

3. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement. All services required hereunder shall be completed by May 31, 1979. The cost allocation plan will be available by February 28, 1979 for your review and our negotiation with Federal and State representatives.

4. Compensation. The County agrees to pay the Consultant a sum not to exceed Four Thousand and Five Hundred Dollars (\$4,500) for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum.

5. Method of payment. The Consultant shall be entitled to payment in accordance with the provisions of this paragraph. The Consultant agrees to undertake this engagement with the following advantages to the County. First, the Consultant will not require any compensation for services until a cost allocation plan has been prepared and is acceptable as a basis for filing claims. Second, Consultant's fees are to be paid from recoveries paid by Federal programs (such as Welfare) to the County during the initial plan's effective period. Recoveries due solely from the plan will be shared equally by the County and the Consultant until Consultant's fees are paid in full. Then all additional funds are paid to the County. Payment to Consultant will be made within two weeks of receipt by the County of Federal funds realized solely from the plan.

6. Changes. The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. Services and Materials to be Furnished by County. The County shall furnish the Consultant with all available necessary information, data, and material pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein and shall provide adequate staff for liaison with the Consultant and other agencies of County government.

8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

9. Information and Reports. The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans

and claims and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project. Working papers prepared in conjunction with the cost allocation plan will be turned over to the County for safekeeping.

10. Records and Inspections. The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

11. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical, and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the County.

12. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this Contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. County Not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Consultant.

16. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no wise impair or prejudice any right or remedy available to the County in respect to such breach or default.

17. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

18. Consultant Liability If Audited. The Consultant will assume all financial and statistical information provided to the Consultant by County employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the County under the plan is the sole responsibility of the County. Consultant will, however, provide assistance to the County should an audit be undertaken of County indirect costs.

19. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

County of Dinwiddie, Virginia
P.O. Drawer 70
Dinwiddie, Virginia 23841

David M. Griffith & Assoc, Ltd.
1932 Burr Oak Drive
Glenview, Illinois 60025

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

Dinwiddie County, Virginia

BY: _____
A.S. Clay
Chairman

ATTEST _____
W.C. Knott

David M. Griffith & Assoc., Ltd.

BY: _____
Mr. David R. Mazo
Vice-President

IN RE: REPORT ON GENERAL REASSESSMENT

Mr. W.E. Bolte, Commissioner of Revenue, briefly commented on the current status of the general reassessment. He stated that 600 parcels of land had been appraised, and the Reassessment Board has requested that the State send the second appraiser to the County.

IN RE: PAYMENT OF PERSONNEL ASSIGNED TO RENOVATING TAX MAPS

Upon motion of Mr. Hargrave, seconded by Mr. Hodnett, Mr. Hargrave, Mr. Hodnett, Mr. Leftwich, Mr. Clay voting "aye", the following resolution was adopted:

WHEREAS, on August 16, 1978, the Board of Supervisors authorized the Commissioner of Revenue to proceed with the restoration of the existing tax maps; and

WHEREAS, the individuals hired to perform the work, Mr. Ernest C. Curry, Jr. and Mr. William Creadick, have requested that payroll deductions be made from the checks they receive for their services; and

WHEREAS, it was the understanding of the Board that they were purchasing a service from these individuals and not hiring them as employees of the County;

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the Commissioner of Revenue inform Mr. Creadick and Mr. Curry that no payroll deductions will be made from the checks they receive from the County for their services; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Mr. Curry and Mr. Creadick will not be considered employees of the County nor accrue any costs that accompany an employee on the County's payroll.

IN RE: TREASURER: _____

Mr. F.E. Jones presented his report for the month of November, 1978.

IN RE: BUILDING INSPECTOR

Mr. James L. Blaha presented his report for the month of November, 1978.

IN RE: COMPREHENSIVE LAND USE PLAN -- PUBLIC HEARING DATE

The Director of Planning advised the Board that the Planning Commission would be holding a public hearing on the Comprehensive Land Use Plan at their next meeting on Wednesday, December 13, 1978, and asked which meeting in January did the Board wish to hold their public hearing on the plan.

The Board instructed Mr. Scheid to advertise for a public hearing on the Comprehensive Land Use Plan at their evening meeting on January 17, 1979.

IN RE: ASSISTANT SUPERINTENDENT OF SCHOOLS

Mr. John Sapon, Assistant Superintendent of Schools, appeared before the Board to answer questions or receive comments they might have.

Mr. Hargrave asked what progress had been made on repair of the schools. Mr. Sapon stated that the architect had been contacted but no decisions had been made. The Board asked Mr. Sapon to offer Dr. Vaughn and the School Board their assistance in getting this work accomplished.

IN RE: REAPPOINTMENT--CPDC COURT SERVICES ADVISORY COUNCIL

Upon motion of Mr. Hodnett, seconded by Mr. Leftwich, Mr. Hodnett, Mr. Leftwich, Mr. Hargrave, Mr. Clay voting "aye", Mrs. Lena Roberts was reappointed to the CPDC Court Services Advisory Council, term expiring October 1, 1981.

IN RE: REAPPOINTMENT--WATER AUTHORITY MEMBERS

Upon motion of Mr. Hodnett, seconded by Mr. Hargrave, Mr. Hodnett, Mr. Hargrave, Mr. Clay voting "aye", Mr. Leftwich abstained, Mr. M.G. Rainey, Mr. John H. Clements, Mr. John W. Scarborough, Mr. Frank N. Hale, and Mr. T.J. Leftwich were reappointed to the Dinwiddie County Water Authority, terms expiring December 18, 1980.

IN RE: REAPPOINTMENT--ABIDCO MEMBERS

Upon motion of Mr. Hodnett, seconded by Mr. Leftwich, Mr. Hodnett, Mr. Leftwich, Mr. Hargrave, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Mr. W.E. Bolte, Mr. H.B. Batte, Mr. G.C. Martin, Mr. L.C. Boisseau, and Mr. W.C. Knott be reappointed to the Appomattox Basin Industrial Development Corporation Board term expiring 12/31/79; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that Mr. Lynwood Inge be appointed to replace Mr. N.C. Olgers, term expiring 12/31/79.

IN RE: APPOINTMENT--CHAPTER 10 BOARD

Upon motion of Mr. Hargrave, seconded by Mr. Hodnett, Mr. Hargrave, Mr. Hodnett, Mr. Leftwich, Mr. Clay voting "aye", Dr. Donna Elder was reappointed to the Chapter 10 Board, term expiring 12/31/81.

IN RE: POSTPONEMENT--APPOINTMENTS

The Chairman stated that the following appointments were to be postponed: Johnsongrass Control Committee; CPDC Planning and Development Advisory Council; CPDC Community Resources Advisory Council; Planning Commission (2 members); and Transportation Safety Commission (2 members).

IN RE: EXECUTIVE SESSION

Upon motion of Mr. Hodnett, seconded by Mr. Hargrave, Mr. Hodnett, Mr. Hargrave, Mr. Leftwich, Mr. Clay voting "aye", the Board moved into Executive Session at 2:31 P.M. to discuss Personnel matters. The Board reconvened into Open Session at 3:10 P.M.

IN RE: VIRGINIA DEPARTMENT OF HIGHWAYS AND TRANSPORTATION

Mr. C.B. Perry, Resident Engineer, Virginia Department of Highways and Transportation, appeared before the Board to answer any questions they might have.

Mr. Hodnett requested that the Highway Department look at Route 601 to see what could be done to correct the damage

caused by the installation of water and sewer line. Mr. Perry stated he could not predict when the Water Authority would be through with their work; however, he would look at the road to see what could be done to improve its condition.

IN RE: REGIONAL LEGISLATIVE WORKSHOP

The County Administrator announced a regional legislative workshop to be held Thursday, December 14, 1978 at the Holiday Inn and asked what members thought they could attend.

IN RE: RECESS

The Chairman declared a short recess at 3:21 P.M. The meeting reconvened at 3:33 P.M.

IN RE: VIRGINIA STUDENT SAFETY PROGRAM

Ms. Becky Harris, Co-Sponsor of the Dinwiddie Student Safety Organization and those students who attended the Staunton VSSP appeared before the Board to review the Staunton Program and outline their plans for implementing safety programs in the County. Their first project is to conduct a skateboard safety program at Rohoic Elementary School before the Christmas holidays.

IN RE: ADJOURNMENT

Upon motion of Mr. Leftwich, seconded by Mr. Hodnett, Mr. Leftwich, Mr. Hodnett, Mr. Hargrave, Mr. Clay voting "aye", the meeting adjourned at 3:40 P.M.

ATTEST:


W.C. KNOTT


A.S. CLAY, CHAIRMAN