



CITY OF MANASSAS PARK  
 City Hall • 100 Park Central Plaza • Manassas Park, Virginia  
 20111-2395  
 (703) 335-8800 • Fax (703) 335-0053  
 www.manassasparkva.gov/

**Mayor**  
 Jeanette Rishell

**Vice Mayor**  
 Alanna Mensing  
**Councilmembers**  
 Haseeb Javed  
 Laura Hampton  
 Darryl Moore  
 Yesy Amaya  
 Michael Carrera

**City Clerk:**  
 Lana A. Conner

**City Manager:**  
 Laszlo A. Palko

**City Attorney:**  
 Dean Crowhurst

**MANASSAS PARK GOVERNING BODY  
 Agenda Tuesday, December 12, 2023, 7:00 PM  
 City Hall Board Meeting Room**

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6	Recognitions	
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15	Return to Open Meeting & Certification	
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**CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION**

**Agenda Item 5a**

**REQUESTING DEPARTMENT:** City Manager

**MEETING DATE:** December 12, 2023

**SUBJECT/TOPIC:** FY 24 Budget Amendment/ARPA Budget Amendment #4 Public Hearing


**BACKGROUND:** Each year, the City is required to hold public hearings for amendments to the adopted budget. This advertisement sets the ceilings for amendments for both the City and Schools. The Governing Body may vote on spending that is lower than the advertised amounts, but not higher without holding a new public hearing with the new advertised amounts.

For FY 24, the public hearing will be held on December 12<sup>th</sup>, 2023.

Please see attached draft advertised budget numbers for review and edits.

<b>FINANCIAL IMPACT:</b> <b>Total:</b> N/A	Budgeted:	N/A
	Amount Budgeted:	N/A
	Amount Spent:	N/A
	Amount Requested:	N/A
	Budget Line Item:	N/A

**STAFF RECOMMENDATION:** That the Governing Body hold a Public Hearing for the FY 24 Budget Amendment.

<b>CITY MANAGER APPROVAL:</b> Required: <input checked="" type="checkbox"/> Not Required: <input type="checkbox"/>	 _____ Keith Nguyen, Acting City Manager
<b>CITY ATTORNEY APPROVAL:</b> Required: <input type="checkbox"/> Not Required: <input type="checkbox"/>	_____ Dean H. Crowhurst

**ATTACHMENTS:** 1) Budget Advertisement Table

# Budget Amendment Presentation Recap

## FY 23 Closeout

- General Fund \$6M surplus
  - Revenue \$63.5M (\$6M ARPA) / Drivers include RE tax collection rate, CSA reimbursements, and interest earned
  - Expenditures \$57.5M (\$6M ARPA) / Drivers include departments staying under budget and capital under spending
- W&S Fund ~\$95k surplus / Driver: staying under Capital budget
- Stormwater Fund ~482k surplus / Driver: staying under Capital budget
- Solid Waste Fund ~\$50k deficit (net impact of ~\$175k of \$225K unused fund balance) / Driver: staying under budget for contracted services (Patriot)

## FY 24 A1

- Total increase \$6.9M (double counts \$2.6M Capital so actual increase is \$4.3M)
  - Revenue Drivers: increased State funding, interests, city and ARPA capital carryover
  - Expenditure Drivers: increased State expenditures (CSA), additional requested staff support (yellow highlights in original presentation)<sup>\*\*\*</sup>, city and ARPA capital carryover

	Total	GF	Fund Balance	ARPA
Revenue	\$4.3M	\$739K	\$3M+	\$557K
Expenditures	\$4.3M	\$2.2M <sup>***</sup>	\$1.6M	\$557K

- **\*\*\* includes \$546k of discretionary expenditures**
- W&S Fund \$2M increase (\$1.5M carryover and ~\$500k new expenditures primarily due to water purchase + UOSA costs)
- Stormwater Fund \$241k increase (\$234k due to carryover)
- Solid Waste Fund Marginal increase in glass dumpster costs

# ARPA Budget and Carryovers

## ARPA Budget

- General Fund
  - Primarily eligible staff salaries and allowable stipends
- CIP
  - Fire \$1.4M\*\*\*
  - Parks \$740k\*\*\*
  - GSA/IT/Schools \$1.75M
  - Infrastructure + Transportation \$1.125M\*\*\*
  - \*\*\* includes \$2.1M of items shifted from ARPA premium pay to ARPA CIP to free up City CIP for premium pay

## FY23 to FY24 Carryovers

- Total Carryovers ~\$6.6M
  - GF Carryovers ~\$1.7M
    - ~\$1.5M carryover in Water and Sewer
    - ~\$200k carryover in Stormwater
  - Transportation Carryovers \$3.9M
  - ARPA CIP Carryovers \$1.1M

	Total	NEU Share	County Share	Interest (earned + projected)
Revenue	\$22,611,357	\$18,133,716	\$3,394,897	\$1,082,744
Actuals as of close of FY23	\$8,086,108			
FY24 ARPA GF Budget	\$1,884,669			
FY24 ARPA CIP Budget	\$5,015,934			

## Pending Decisions on Discretionary Spending

- **Reminder: these are items highlighted in yellow from the Budget Amendment presentation on December 5, 2023**
  - \$375K for FY 23 Surplus Employee Bonuses (\$2K)
    - Staff comment: incentive and reward for all departments coming under budget resulting in \$6M surplus (only for employees who have been with city entire FY23)
  - \$131K for Building Inspector & Zoning Enforcement Officer and Vehicle- Rental Enforcement
    - Staff comment: for rental inspections which will by default include some short-term rental items.
  - \$98K for contracted support to Finance (accounting, AP, AR, & Grants compliance) + \$9K for Grants Management Software (indexing and compliance reports)
    - Staff comment: \$95K savings from frozen senior accounting position
  - \$12K for weekend Library cleaning
    - Staff comment: increased library foot traffic creates additional demands for weekend cleaning (which is currently nonexistent)
  - \$11K for contracted financial support to Treasurer and COR (Teller Reconciliations, AR/Delinquency Reports, Tax Book Reconciliations & Tax Audits)
    - Staff comment: part of the contracted support to Finance RFP to increase efficiency and production. RE and PPT have been delayed for many years.
  - \$4K for contracted service support to HR for payroll reconciliation reports
    - Staff comment: part of the contracted support to Finance RFP to increase efficiency and production. RE and PPT have been delayed for many years.
  - \$1.7K for Independence Day fireworks
    - Staff comment: for automated firing mechanism to enable more robust fireworks display

**CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION**

**Agenda Item 6a**

**MEETING DATE:** December 12, 2023

**SUBJECT/TOPIC:** *Proclamation: Certificates of Appreciation for Turkey Giveaway*

That the Governing Body approve the attached proclamation thanking volunteers and sponsor of this year’s Turkey Giveaway.

<b>CITY MANAGER APPROVAL:</b> Approved: _____ Not Required: <input checked="" type="checkbox"/> _____	_____ <i>Keith Nguyen, Acting City Manager</i>
<b>CITY ATTORNEY APPROVAL:</b> Required: _____ Not Required: <input checked="" type="checkbox"/> _____	_____ <i>Dean H. Crowhurst</i>

**ATTACHMENTS**

- 1.) Proclamation
  
- 2.) Volunteer/Donor List

## PROCLAMATION

**WHEREAS**, the Governing Body (the "Governing Body") of the City of Manassas Park (the "City") are extremely grateful for the great service provided to our community by all of our donors and volunteers; and

**WHEREAS**, the Governing Body desires to recognize outstanding performance of our donors and volunteers as they accomplished collecting, sorting, and distributing non-perishables and turkeys to provide to the residents of our community; and

**WHEREAS**, the donors and volunteers demonstrate the true definition of kindness through providing time and goods and willingness to be there for all our residents; and

**WHEREAS**, the donors and volunteers' humble, caring, hardworking, and can-do attitude should be recognized and celebrated.

**NOW, THEREFORE**, I, Jeanette Rishell, Mayor of the City of Manassas Park, Virginia and on behalf of the Manassas Park Governing Body, hereby proclaim and recognize the volunteers and sponsors of this year's Turkey Giveaway in Manassas Park and thank them for their generous contributions to the community.

Approved December 12, 2023

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Jeanette Rishell, Mayor

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Lana Conner, City Clerk

**Thanksgiving Turkey Donors:**

La Finca

Guapos

Social Soiree

Council member Darryl Moore

Council member Yesy Amaya

David Willmore

**Thanksgiving Turkey Volunteers:**

Jayden Pérez

Vivienne Pérez

Charley Amaya

Milani Durán

Jezebel Amaya

Magaly Vasquez

Jesús Amaya

Various City Staff/Residents that assisted or donated.



**CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION**

**REQUESTING DEPARTMENT:** City Manager

**MEETING DATE:** December 12, 2023

**SUBJECT/TOPIC:** Extension of Real Estate Tax Due Date

**BACKGROUND:** The City Manager was recently informed that that bills for real estate taxes will not go out prior to December 10, 2023 (the files are being consolidated by the printing vendor). The City Manager requests that the Governing Body authorize an extension of the due date for real estate taxes to January 10<sup>th</sup>, 2024, to provide residents sufficient time to receive and pay their bills.

**STAFF RECOMMENDATION:**

That the Governing Body approve and adopt an ordinance to provide an extension of the due date for real estate taxes to January 10th, 2024, as presented.

**ATTACHMENT:**

1. ORDINANCE TO PROVIDE AN ADDITIONAL ONE-TIME EXTENSION OF THE DATE BY WHICH REAL ESTATE TAXES ARE DUE PAYABLE

**ORDINANCE NO. \_\_\_\_\_**  
**CITY OF MANASSAS PARK**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Date: December 12, 2023

**AN ORDINANCE TO PROVIDE A ONE-TIME EXTENSION OF THE DATE ON WHICH PENALTIES  
WILL BE IMPOSED AND INTEREST WILL ACCRUE FOR DELINQUENT REAL ESTATE  
PROPERTY TAXES**

WHEREAS, by adoption of Ordinance Number 23-1700-1128 on November 8, 2023, the Governing Body extended the date by which the real estate property tax accruing for the first half of tax year 2024 is due and owing pursuant to Section 22-16 of the Code of the City of Manassas Park, Virginia, to January 5, 2024; and

WHEREAS, the City has historically mailed real estate property taxes bills with sufficient time to arrive at least thirty days prior to the due date; and

WHEREAS, problems with the City’s financial software system caused a delay in sending real estate property tax bills, resulting in bills being received less than thirty days prior to the due date; and

WHEREAS, Section 58.1-3915 of the Code of Virginia states that a penalty for failure to timely pay real estate property taxes shall not be imposed if such failure was not the fault of the taxpayer; and

WHEREAS, because the delays cause by the City’s software system were not the fault of taxpayers, the Governing Body desires to delay imposition of penalties and accrual of interest for delinquent real estate property taxes accruing for the first half of tax year 2023 to January 10, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Manassas Park that:

1. Imposition of penalties and accrual of interest for delinquent real estate property taxes accruing for the first half of tax year 2024 is hereby extended to January 10, 2024. Provided all real estate property taxes that are due and owing have been paid by January 9, 2024, no penalties will be imposed nor will interest accrue for delinquent real estate property taxes accruing for the first half of tax year 2024.
2. The extension provided by this Ordinance will not affect the date by which any other real estate property taxes or other taxes levied by the City of Manassas Park are due and payable or the date on which penalties will be imposed or interest will accrue; nor will the extension affect penalties and interest due for any other delinquent amounts owed to the City.
3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
4. This Ordinance shall be effective upon its adoption.

## Agenda Item 9b

**From:** Jeanette Rishell  
**Sent:** Wednesday, December 6, 2023 5:42 PM  
**To:** Governing Body; Laszlo A. Palko; Keith Nguyen; Sarah Barnett; Kelly Evans; Lana A. Conner; Dean Crowhurst  
**Subject:** 2024 COG Board & Committee Appointments Request  
**Attachments:** City of Manassas Park 2024.doc; COG Boards and Committees Descriptions.doc

Good Evening GB,

It is the time of year to re-up our personal committee commitments to COG. My guess is that everyone would like to continue serving as you have been serving, but please let me know what your intentions are, and I will forward the chart back to Ms. Lau. For example, my intention is to continue to serve on the Transportation Planning Board.

Thanks, Jeanette

Jeanette Rishell  
Mayor  
City of Manassas Park  
City=703-856-5019  
Other=703-401-0498

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**From:** Amanda Lau <alau@mwcog.org>  
**Sent:** Wednesday, December 6, 2023 4:28 PM  
**To:** Jeanette Rishell <j.rishell@manassasparkva.gov>  
**Cc:** Laszlo A. Palko <l.palko@manassasparkva.gov>; Lana A. Conner <l.conner@manassasparkva.gov>  
**Subject:** 2024 COG Board & Committee Appointments Request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon, Mayor Rishell,

The Metropolitan Washington Council of Governments (COG) is asking that you make your appointments to the COG boards and policy committees for the 2024 calendar year.

To make appointments for your jurisdiction, complete the attached chart and return by email. The attached appointment chart lists your government's current board and policy committee appointments from 2023. Please review and submit individuals/alternates to serve in 2024.

We encourage you to select individuals who have a strong interest in the subject matter covered by the board or committee, who are able to act as a representative for the city or county, and who are able to make a commitment to actively participate. COG's effectiveness depends on engaged members and your continued leadership and support are deeply appreciated.

**Please submit your completed COG 2024 Board and Committee appointments as soon as possible following your jurisdiction's council approval or organizational meeting.** If you have these appointments on an upcoming council or board agenda, please let me know the date you expect to have the appointments finalized.

Attachments:

- Your jurisdiction's 2024 appointment chart – **needs to be completed and returned.**
- Descriptions of COG Board and Policy Committees

Please feel free to contact me if you have any questions about the appointment process or specific boards/committees.

Thank you,  
Amanda

Amanda Lau  
Communications Specialist I  
Metropolitan Washington Council of Governments  
(202) 962-3250  
[mwcog.org](http://mwcog.org)

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS**  
**Solicitation for Appointments: City of Manassas Park**

Board/Committee	2023 Appointment	2024 Appointments
<b>COG Board of Directors</b> (Appoint 1 member and 1 alternate)	Member Name: Darryl Moore Alternate Name: Vacant	Member Name: Darryl Moore Email: <a href="mailto:d.moore@manassasparkva.gov">d.moore@manassasparkva.gov</a> Alternate Name: Email:
<b>Transportation Planning Board</b> (Appoint 1 member and 1 alternate)	Member Name: Jeanette Rishell Alternate Name: Vacant	Member Name: Jeanette Rishell Email: <a href="mailto:j.rishell@manassasparkva.gov">j.rishell@manassasparkva.gov</a> Alternate Name: Email:
<b>Metropolitan Washington Air Quality Committee</b> (Appoint 1 member and 1 alternate)	Member Name: Haseeb Javed Alternate Name: Vacant	Member Name: Haseeb Javed Email: <a href="mailto:h.javed@manassasparkva.gov">h.javed@manassasparkva.gov</a> Alternate Name: Email:
<b>Region Forward Coalition</b> (Appoint 1 member and 1 alternate)	Member Name: Vacant Alternate: Vacant	Member Name: Email: Alternate Name: Email:
<b>Human Services Policy Committee</b> (Appoint 1 member and 1 alternate)	Member Name: Yesy Amaya Alternate: Vacant	Member Name: Yesy Amaya Email: <a href="mailto:y.amaya@manassasparkva.gov">y.amaya@manassasparkva.gov</a> Alternate Name: Email:
<b>Climate Energy and Environment Policy Committee</b> (Appoint 1 member and 1 alternate)	Member Name: Alanna Mensing Alternate: Vacant	Member Name: Alanna Mensing Email: <a href="mailto:a.mensing@manassasparkva.gov">a.mensing@manassasparkva.gov</a> Alternate Name: Email:
<b>Chesapeake Bay and Water Resources Policy Committee</b> (Appoint 1 member and 1 alternate)	Member Name: Laura Hampton Alternate: Vacant	Member Name: Laura Hampton Email: <a href="mailto:l.hampton@manassasparkva.gov">l.hampton@manassasparkva.gov</a> Alternate Name: Email:
<b>Food and Agriculture Regional Member Policy Committee</b> (Appoint 1 member and 1 alternate)	Member Name: Yesy Amaya Alternate: Vacant	Member Name: Yesy Amaya Email: <a href="mailto:y.amaya@manassasparkva.gov">y.amaya@manassasparkva.gov</a> Alternate Name: Email:

**CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION**

**Agenda Item 9c**

**REQUESTING DEPARTMENT:** City Clerk

**MEETING DATE:** December 12, 2023

**SUBJECT/TOPIC:** Appointment of Interim City Clerk

**BACKGROUND:** The temporary absence of City Clerk Lana Conner has put a severe strain on the day-to-day operations of the City. In addition, many upcoming actions, such as the budget amendment and several CIP projects financing items, require the City Clerk to sign in various places. For this reason, it is important to appoint an Interim City Clerk for the period of Lana’s absence. The City Manager therefore requests that the person appointed as Interim City Clerk be Toni Jenkins, who will serve in said role until Ms. Conner returns from her absence.

<b>FINANCIAL IMPACT:</b> Total: N/A	Budgeted:	YES _____ NO _____
	Amount Budgeted:	N/A
	Amount Spent:	N/A
	Amount Requested:	N/A
	Budget Line Item:	N/A

**STAFF RECOMMENDATION:** That the Governing Body appoint Ms. Toni Jenkins to serve as the Interim City Clerk for the duration of Ms. Lana Conner’s absence until the incumbent returns to duty.

<b>CITY MANAGER APPROVAL:</b> Required: _____ Not Required: _____	_____ <i>Keith Nguyen, Acting City Manager</i>
<b>CITY ATTORNEY APPROVAL:</b> Required: <u> X </u> Not Required: _____	_____ <i>Dean H. Crowhurst, City Attorney</i>

**ATTACHMENTS:** None.

**CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION**

**REQUESTING DEPARTMENT:** Community Development

**MEETING DATE:** December 12, 2023

**SUBJECT/TOPIC:** Zoning Ordinance Text Amendment, ZOTA#23-05, Short-term rentals

**BACKGROUND:** Short-term rentals, commonly known as Airbnb and Vrbo, are a use where residential property owners rent all or a portion of a dwelling for lodging purposes in exchange for payment. Short-term rentals have become a popular alternative to hotels. Operating such a use in residential neighborhoods can negatively affect adjacent properties and neighborhoods due to noise, insufficient parking, trash, and loss of neighborhood character. The amendment proposes to regulate short-term rentals to reduce their impacts on neighbors and residential areas of the City.

The proposed amendment defines and regulates short-term rentals. Several limitations are proposed for the use. There are residency requirements, maximum occupancy limits, maximum number of rental nights, parking restrictions, safety items and lodger restrictions. To operate a short-term rental, residents would have to demonstrate they have lived at the home for 7 of the last 12 months. The maximum number of occupants for a short-term rental stay is 6, unless the building code requires fewer. The number of rental nights cannot exceed 180 per calendar year. Additionally, short-term rentals are required to have off-street parking, with single-family and two-family dwellings requiring two dedicated spaces, and townhouses and multi-family dwellings requiring one space. All short-term rentals must have a fire extinguisher, interconnected fire alarms and if the unit has any gas appliance, a carbon monoxide detector. Lodgers are prohibited from having parties or events that bring other people to the property. Lastly, submission of a zoning permit is required along with a filing fee of \$200. See the attached staff report for more details on the proposed amendment.

On August 9, 2023, the Planning Commission held a public hearing on Zoning Ordinance Text Amendment, ZOTA#23-05 and recommended to the Governing Body denial of the amendment. The Commission was concerned that the regulations would be too difficult to enforce. Since there are existing complaints about homes being used as short-term rentals, the Commission did not agree the amendment would alleviate the complaints. Overall, the Commission preferred to maintain the prohibition on short-term rentals. In addition, some of the requirements such as interconnected fire alarms and the parking restrictions would preclude older homes in the City from serving as short-term rentals.

The Governing Body held a public hearing on ZOTA#23-05 on September 19, 2023.

**STAFF RECOMMENDATION:** That the Governing Body approve Zoning Ordinance Text Amendment, ZOTA#23-05 by Ordinance, as presented.

<b>CITY MANAGER APPROVAL:</b> Required: _____ Not Required: <u>X</u>	_____ <i>Keith Nguyen, Acting City Manager</i>
<b>CITY ATTORNEY APPROVAL:</b> Required: _____ Not Required: <u>X</u>	_____ <i>Dean H. Crowhurst</i>

**ATTACHMENTS:**

- 1) Staff report for September 19, 2023 public hearing
- 2) AN ORDINANCE TO ADD DEFINED TERMS IN SECTION 31-6, DEFINITIONS, OF ARTICLE II, RULES OF CONSTRUCTION AND DEFINITIONS AND AMEND ARTICLE IV, DISTRICT REGULATIONS AND ARTICLE VI, SUPPLEMENTARY REGULATIONS OF CHAPTER 31, ZONING, OF THE CODE OF THE CITY OF MANASSAS PARK, VIRGINIA AND AMEND THE CITY’S LAND USE AND DEVELOPMENT FEE SCHEDULE TO PROVIDE FOR THE REGULATION OF SHORT-TERM RENTALS





**CITY OF MANASSAS PARK**  
**Governing Body Public Hearing**  
**Tuesday, September 19, 2023**  
**7:00 PM**

**Zoning Ordinance Text Amendment**  
**ZOTA#23-05, Short-Term Rentals**

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**Issue:** To consider an amendment to the Zoning Ordinance that allows short-term rentals.

**Background:** A short-term rental, commonly referred to as Airbed & Breakfast (Airbnb) and Vacation Rental by Owner (Vrbo), is a use where a residential property owner rents all or a portion of a dwelling for lodging purposes in exchange for payment. As an alternative to a hotel stay, short-term rentals have become popular among the traveling public. Since short term rentals operate in residential areas, adjacent properties and neighborhoods can be negatively impacted by the use. Along with noise, insufficient parking and litter, providing short stay lodging in a residential zoning district can be problematic. Therefore, it is appropriate to regulate short-term rentals to mitigate their negative impacts on residential neighborhoods.

**Proposed Amendment:** The proposed amendment defines and regulates short-term rentals as an accessory use to a dwelling unit. As such, a short-term rental is being added as an accessory use in the zoning districts where dwellings are permitted use. The main aspects of the amendment are described below.

**New Definitions:** Short-term rental and short-term rental operator are being added to the definition section, Sec. 31-6, of the Zoning Ordinance. A short-term rental is to be defined as a room or space that is to be used for dwelling, sleeping or lodging purposes for a period of fewer than 30 consecutive days in exchange for payment. The definition of a short-term rental operator is an owner or tenant who is permitted to offer the dwelling as a short-term rental. As provided in the definition, there can be only one short-term rental operator per dwelling unit at a time.

**Operator Limitations:** A short-term rental operator will be subject to several restrictions. First, a short-term rental operator must demonstrate residency in the dwelling for 7 of the 12 previous months. The residency requirement will be validated by a government issued identification card and a mortgage or lease document. As an alternative, a 7 month old bill showing residency at the dwelling would be acceptable. Second, operators will also be limited to the number of nights the dwelling can be used as a short-term rental. The amendment proposes a maximum of 180 rental nights per calendar year. Other northern Virginia jurisdictions allow the number of rental nights to be as few as 60 and as many as every night. The residency requirement and maximum number of rental nights are being proposed to prevent people from buying or renting a dwelling solely for short-term rental purposes.

The short-term rental operator will also be subject to occupancy limits and rental contract requirements. The occupancy limit for a short-term rental is six adults, including all permanent residents. This number will be reduced if the Virginia Uniform Statewide Building Code requires fewer occupants due to the square footage of the dwelling or if any of the bedrooms or sleeping areas do not meet the minimum safety or area requirements. Short-term rental operators will only be allowed to have one rental contract per night, and all lodgers staying at the short-term rental are subject to the rental contract.

Lodger Restrictions: Occupants of a short-term rental will be prohibited from having events where people other than the authorized lodgers gather at the property, including parties, weddings, meetings, banquets as well as commercial and advertising activities. This prohibition is to be required as part of the rental contract.

Dwelling Requirements: A dwelling unit will be required to have some safety features if it is to be used as a short-term rental. The three features are: 1) a working multipurpose fire extinguisher, 2) interconnected smoke detectors, and 3) a carbon monoxide detector, if the dwelling has any gas appliances, including a fireplace. In addition, all sleeping rooms in the short-term rental are required to have direct egress to the outside.

Dedicated parking is also a requirement for short-term rentals, but they vary based on the type of dwelling. For single-family and two-family dwellings, as defined in the Zoning Ordinance, a minimum of two off-street parking spaces are required to be located off-street or in spaces reserved exclusively for the use of the short-term rental operator. This requirement is further restricted by limiting the number of nonresident vehicles during a rental period to two for single and two-family dwellings. For townhouses and multi-family dwellings, a minimum of one parking space is required and no more than one nonresident vehicle is permitted on-site during a rental period. All parking restrictions are required to be part of the rental contract.

Consideration should be given to whether the parking requirements are appropriate for the City. Other jurisdictions require only one dedicated parking space for a short-term rental, regardless of the dwelling type. Allowing only one nonresidential vehicle for a short-term rental in a townhouse may be too restrictive. There are a few townhome communities in the City where two vehicles could be accommodated in a driveway, but there are also developments where some townhomes have driveways and others do not. The lack of parking is a concern for many residents in the City, so staff is recommending the parking restrictions as written.

Required Zoning Permit: To operate a short-term rental, issuance of a zoning permit will be required. An application for the permit is to be submitted to the zoning administrator along with a \$200 filing fee. Submission requirements include proof of residency, a site plan of the property showing the proposed number and location of the required parking spaces, caretaker information, property owner permission, if applicable, and written consent to inspect the dwelling. A caretaker is defined as someone who agrees to address issues or emergencies when the short-term rental operator is not available. Although consenting to inspection of the dwelling is a requirement, an inspection would only occur if a complaint was filed, so the zoning administrator or designee can enter the dwelling to ensure compliance with the regulations.

A short-term rental permit will be valid for two years. Permit renewal would be the responsibility of the short-term rental operator. There are also provisions for revoking the permit. Revocation can occur if the operator does one of the following: 1) fails to comply with the regulations, 2) receives two violations notices in a one-year period, 3) refuses to cooperate with a complaint investigation or 4) fails to register or renew the permit. If revoked, the operator would have to wait one year to apply for a new permit.

**Planning Commission Recommendation:** On August 9, 2023, the Planning Commission held a public hearing on Zoning Ordinance Text Amendment, ZOTA#23-05 and recommended to the Governing Body denial of the amendment. Complaints regarding existing, illegal short-term rentals and the inability to proactively enforce the regulations were the main reasons for denial.

**Staff Comment:** Short-term rentals can affect the character of residential neighborhoods, making it appropriate to regulate such a use. Staff believes that the proposed zoning ordinance amendment provides a suitable regulatory framework for short-term rentals. The maximum number of overnight stays and the maximum number of lodger vehicles may be too permissive or too restrictive. The Governing Body may wish to modify these maximums to numbers it deems appropriate.

**Staff Recommendation:** That the Governing Body approve Zoning Ordinance Text Amendment, ZOTA#23-05 and adopt the attached Ordinance, as presented.

**ORDINANCE \_\_\_\_\_**

**CITY OF MANASSAS PARK**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

AN ORDINANCE TO ADD DEFINED TERMS IN SECTION 31-6, DEFINITIONS, OF ARTICLE II, RULES OF CONSTRUCTION AND DEFINITIONS AND AMEND ARTICLE IV, DISTRICT REGULATIONS AND ARTICLE VI, SUPPLEMENTARY REGULATIONS OF CHAPTER 31, ZONING, OF THE CODE OF THE CITY OF MANASSAS PARK, VIRGINIA AND AMEND THE CITY’S LAND USE AND DEVELOPMENT FEE SCHEDULE TO PROVIDE FOR THE REGULATION OF SHORT-TERM RENTALS.

BE IT ORDAINED by the Governing Body of the City of Manassas Park, Virginia, that:

1. Section 31-6, Definitions, of Article II, Rules of Construction and Definitions, of Chapter 31, Zoning, of the Code of the City of Manassas Park, Virginia, is hereby amended by adding a definition for a short-term rental and short-term rental operator, to read as follows:

“Short-term rental: The provision of a room or space that is suitable or intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy. Such unit does not include bed and breakfast establishment, boarding house, hotel (including extended stay hotels), or motels.

Short-term rental operator: An owner or tenant of a dwelling unit who is permitted to offer the dwelling as a short-term rental. There can be only one (1) short-term rental operator per dwelling unit at a time.”

2. Subsection (c), Permitted accessory uses, of Section 31-15, R-1 Single-Family Residential District, of Article IV, District Regulations, of Chapter 31, Zoning, of the Code of the City of Manassas Park, Virginia, is hereby amended by adding “Short-term rental, as limited by Sec. 31-35.” to the list of permitted accessory uses.
3. Subsection (c), Permitted accessory uses, of Section 31-16, R-2 Multiple-Family Residential District, of Article IV, District Regulations, of Chapter 31, Zoning, of the Code of the City of Manassas Park, Virginia, is hereby amended by adding “Short-term rental, as limited by Sec. 31-35.” to the list of permitted accessory uses.
4. Subsection (c), Permitted accessory uses, of Section 31-17.A., MU-D Downtown mixed-use district, of Article IV, District Regulations, of Chapter 31, Zoning, of the Code of the City of Manassas Park, Virginia, is hereby amended by adding “Short-term rental, as limited by Sec. 31-35.” to the list of permitted accessory uses.
5. Article VI, Supplementary Regulations, of Chapter 31, Zoning of the Code of the City of Manassas Park, Virginia is hereby amended by adding a new Section 31-35, to read as follows:

**“Sec. 31-35. – Short-term rentals.**

Short-term rentals are permitted as an accessory use to a dwelling unit, as defined in Sec. 31-6, provided the following conditions are met:

(a) *Zoning permit required:* Prior to operating within the City, the operator of a short-term rental shall apply for and obtain a short-term rental zoning permit. Issuance of a permit does not invalidate any other provision of federal, state, or local law; any restrictive covenant; or any property owners’ association by-laws.

- (1) No short-term rental zoning permit shall be considered unless the following documents are provided:
- a. A completed short-term rental zoning permit application provided by the City and submitted to the zoning administrator along with a filing fee as set forth in the fee schedule.
  - b. Two forms of identification with address displayed to establish primary residency at the location of the proposed short-term rental. Acceptable forms of identification are:
    - i. A government-issued ID.
    - ii. Mortgage or lease document.
    - iii. Other forms deemed acceptable by the zoning administrator.
  - c. Contact information for an alternate caretaker who consents to be available to address any issues or emergencies that may arise during any short-term lodging stay if the short-term rental operator is not available.
  - d. Written authorization from the property owner if the short-term rental operator is not the property owner.
  - e. A site plan indicating the number and location of off-street parking spaces.
  - f. Written permission from the short-term rental operator that the zoning administrator or designee is allowed to enter the dwelling unit upon reasonable advanced notice in response to a complaint to verify the short-term rental is being operated in accordance with the provisions of this section.
- (b) *Residency:* Any short-term rental operator must be a primary resident of the property, which for the purposes of this section shall mean an individual who has occupied the dwelling unit for seven (7) of the previous twelve (12) months.
- (c) *Permit Validity:* A short-term rental permit shall be valid for a period of two (2) years from the date of issuance. The short-term rental operator is responsible for renewing the permit upon expiration, by submitting an updated application.
- (d) *Occupancy:* The maximum occupancy during any rental period shall not exceed six (6) adults, including all permanent residents, except where the Virginia Uniform Statewide Building Code requires fewer occupants.

- (e) *Limitation on nights:* The operator is limited to a maximum of one hundred eighty (180) rental nights per calendar year.
- (f) *Entertainment:* Events and activities including, but not limited to, luncheons, banquets, parties, amplified or acoustic concerts, weddings, meetings, fund raising, commercial or advertising activities to include filming, and any other gathering of persons other than the authorized renters, whether for direct or indirect compensation, are prohibited in association with any short-term rental. This language shall be included in the advertisement for the rental of the property.
- (g) *Parking:* Parking must be located off-street on a paved surface or in spaces reserved exclusively for the use of the operator of the short-term rental property:
  - (1) For any single-family or two-family dwelling, a minimum of two (2) parking spaces are required and no more than two (2) nonresident vehicles are permitted on-site during a rental period.
  - (2) For any townhouse or multi-family dwelling, a minimum of one (1) parking space is required and no more than one (1) nonresident vehicle is permitted on-site during a rental period.
- (h) *Safety:* Each short-term rental shall have the following safety features:
  - (1) A working multipurpose fire extinguisher.
  - (2) Interconnected smoke detectors.
  - (3) Carbon monoxide detector if any gas appliances or fireplaces are present.
  - (4) A direct means of egress outside of the structure from any sleeping room available for short-term rental.
- (i) *Contracts:* All lodgers occupying a short-term rental must be associated with the same rental contract. The maximum number of rental contracts per night is one.
  - (1) Contract shall include entertainment restrictions as provided in subsection 31-35(f).
  - (2) Contract shall include parking requirements as provided in subsection 31-35(g).
- (j) *Recreational vehicles:* No recreational vehicle shall be used for a short-term rental.
- (k) *Revocation of permit:* The zoning administrator may revoke a short-term rental zoning permit, as set forth below and, if revocation occurs, the short-term rental operator shall not be eligible to receive a new short-term rental zoning permit for one year:
  - (1) Failure to comply with the regulations set forth in this section; or
  - (2) Documentation of two (2) or more short-term rental violations at a property within a one (1) year period; or

(3) Refusal to cooperate with the City in a complaint investigation including allowing the zoning administrator or designee to enter the dwelling unit upon reasonable advance notice; or.

(4) Failure to register or renew the short-term rental permit.”

6. The City’s Land Use and Development Fee Schedule is hereby amended to add a fee for processing and reviewing a short-term rental application for zoning approval, as follows:

Short Term Rental Application	\$200
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7. All sections of the Code of the City of Manassas Park, Virginia that are inconsistent with and/or in conflict with this Ordinance are hereby repealed.
8. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.
9. This Ordinance shall be effective upon its adoption.

**CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION**

**REQUESTING DEPARTMENT:** City Manager

**MEETING DATE:** December 12, 2023

**SUBJECT/TOPIC:** Ordinance- Short-term Rentals Registry

**BACKGROUND:** Short-term rentals, commonly known as Airbnb and Vrbo, are a use where residential property owners rent all or a portion of a dwelling for lodging purposes in exchange for payment. Short-term rentals have become a popular alternative to hotels.

If the Governing Body determines that it wishes to permit and regulate these existing rentals in our City (see ZOTA23-05), these entities need to become compliant with taxation regulations regarding the Tax on Transient (TOT) Room Rentals (currently a 4% tax on the cost of stay per City Code Sec. 22-176.) and will need to register with the Commissioner of Revenue. The attached ordinance establishes this registration process including the payment of a \$50 fee to register and a \$500 per violation of not registering (each rental day without registration can be assessed this \$500 penalty).

A survey of Airbnb and Vrbo listing on September 14<sup>th</sup> , 2023 found a total of 31 short-term rental listings (this does not include short-term rentals that are done outside of Airbnb and Vrbo):

Location	Listing #	Percentage
East (of Digital Drive)	15	48%
Center	9	29%
West (of 28)	7	23%
<b>Total</b>	31	

Note: Some of these listings are for the same property.

The average cost per night of stay is roughly \$45. At a 4% tax rate this would yield \$1.8 in tax revenues to the City per night per listing. Assuming 20%-60% occupancy for 180 days this would yield \$64.00-\$194.40 in annual tax revenues per listing. At 31 listings this would yield roughly \$1,984.00-\$6,026.40 per year total. (Note this calculation does not include short-term rentals not employing Airbnb and Vrbo).

Whether the Governing Body chooses to prohibit short-term rentals or regulate them, additional staffing will be needed to enforce this issue. Please see agenda item “9D- Rental District/Staffing Discussion” for more information. If permitted, the registration Ordinance attached is necessary to help recover tax revenues that will help slightly reduce the financial impact on residents for enforcement and would yield tax fairness.

The Governing Body held a public hearing on September 19, 2023.

**STAFF RECOMMENDATION:** That the Governing Body approve and adopt an Ordinance to create a registry for short-term rental of property as presented and subject to final City Attorney Review.



<b>CITY MANAGER APPROVAL:</b> Required: _____ Not Required: _____	_____ <i>Keith Nguyen, Acting City Manager</i>
<b>CITY ATTORNEY APPROVAL:</b> Required: _____ Not Required: _____	_____ <i>Dean H. Crowhurst</i>

**ATTACHMENTS:**

ORDINANCE TO AMEND ARTICLE X, TAX ON TRANSIENT ROOM RENTALS, OF CHAPTER 22, TAXATION, OF THE CODE OF THE CITY OF MANASSAS PARK, VIRGINIA, TO CREATE A REGISTRY FOR SHORT-TERM RENTAL OF PROPERTY PURSUANT TO SECTION 15.2-983 OF THE CODE OF VIRGINIA

**ORDINANCE \_\_\_\_\_**

**CITY OF MANASSAS PARK**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

AN ORDINANCE TO AMEND ARTICLE X, TAX ON TRANSIENT ROOM RENTALS, OF CHAPTER 22, TAXATION, OF THE CODE OF THE CITY OF MANASSAS PARK, VIRGINIA, TO CREATE A REGISTRY FOR SHORT-TERM RENTAL OF PROPERTY PURSUANT TO SECTION 15.2-983 OF THE CODE OF VIRGINIA

BE IT ORDAINED by the Governing Body of the City of Manassas Park that:

1. Article X, Tax on Transient Room Rentals, of Chapter 22, Taxation, of the Code of the City of Manassas Park, Virginia, is hereby amended by adding a new Section 22-186, to read as follows:

**“Sec. 22-186. – Short-term rental registry.**

(a) For purposes of this section only:

- (1) “Operator” means the proprietor of any dwelling, lodging, or sleeping accommodations offered as a short-term rental, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other possessory capacity.
- (2) “Short-term rental” means the provision of a room or space that is suitable or intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than thirty (30) consecutive days, in exchange for a charge for the occupancy.

(b) An operator of a short-term rental is required to register with the commissioner of the revenue annually. The registration shall be ministerial in nature and shall require operators to provide the complete name of the operator and the address of each property in the city offered for short-term rental by the operator.

(c) For purposes of defraying the costs of establishing and maintaining the registry set forth in subsection (b) above, the commissioner of the revenue shall collect a fee of fifty dollars (\$50.00) from each operator at registration. The commissioner of the revenue shall track the costs associated with establishing and maintaining the registry, and through the annual budget process, the commissioner may request that the fee be adjusted to reflect such actual costs.

(d) Registration is not required if the operator or short-term rental is exempted from registration by Subdivision 15.2-983(B)(2) of the Code of Virginia.

(e) The penalty for offering a property for short-term rental that is not registered in accordance with this section shall be a penal fine of five hundred dollars (\$500.00) per violation. Each day that a property not registered in accordance with this section is offered for short-term rental is a separate violation.

- (f) Unless and until an operator pays any penalty authorized by this section and registers such property as required, the operator may not offer such property for short-term rental.
- (g) Upon repeated violations of this section as it relates to a specific property, an operator may be prohibited from registering and offering that property for short-term rental. Notice of such prohibition shall be sent to the specific property address, and a copy may be provided to an alternate address if the commissioner of the revenue believes such alternate address is the residence of the operator. The notice of prohibition is effective on the date received or three (3) business days after mailing by the commissioner of the revenue, whichever is sooner.
- (h) An operator may be prohibited from offering a specific property for short-term rental in the city upon conviction of multiple violations on three or more occasions of applicable state and local laws, ordinances, and regulations as they relate to the short-term rental. The notice of prohibition shall be sent in the same manner as the notice described in subsection (g) above.
- (i) The commissioner of the revenue is directed to request contact information from each operator of a short-term rental that includes a person or agent designated to respond to calls or complaints. Such person or agent should be able to respond to such calls by providing in-person assistance and remediation within thirty (30) minutes of such call for service or assistance.
- (j) The commissioner of the revenue shall report quarterly to the planning office the registry information and a list of those operators of a short-term rental that decline to provide the information described in subsection (i) above. The planning office shall provide such information to the planning commission to assist in the development of appropriate land use controls for short-term rentals, as needed.

**State Law reference**—Authorization for short-term rental registry, Code of Virginia § 15.2-983.”

2. All sections of the Code of the City of Manassas Park, Virginia that are inconsistent with and/or in conflict with this Ordinance are hereby repealed.
3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
4. This Ordinance shall be effective upon its adoption.

Approved:

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Jeanette Rishell, Mayor

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Lana A. Conner, City Clerk

AYES:  
NAYS:  
ABSENT:  
ABSTAIN:

**CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION**

**Agenda Item 11a**

**REQUESTING DEPARTMENT:** City Manager

**MEETING DATE:** December 12, 2023

**SUBJECT/TOPIC:** FY 24 Budget Amendment and ARPA Budget Amendment 4

**BACKGROUND:** Each December, the City Manager presents a budget amendment to the Governing Body. This budget amendment is an evaluation of the previous Fiscal Year Budget final closing to present on budget performance, resulting surplus or deficit, and actions to take, if any, based on this surplus or deficit. The Budget Amendment also serves as an opportunity to correct budget forecast on revenues and expenditures, made without the full data during the June budget adoption, including updating the budget to reflect capital project carryover from the previous fiscal year. Finally, the budget amendment is an opportunity to propose needed changes to the budget, and resulting appropriations, based on needs and changes in financial reality. The FY23 Budget ended with a \$6M surplus.

- This year’s budget amendment includes the following decision points:
- \$375K for FY23 Surplus Employee Bonuses of \$2K each
  - \$131K for Building Inspector & Zoning Enforcement Officer and Vehicle/Equipment rental
  - \$98K for contracted support for Finance
  - \$9K for Grants Management Software
  - \$12K for weekend Library cleaning
  - \$11K for contracted financial support for Treasurer and Commissioner of the Revenue
  - \$4K for contracted service support for HR payroll reconciliation reports
  - \$1.7K for Independence Day fireworks

Please see attached draft advertised budget numbers for review and edits.

<b>FINANCIAL IMPACT:</b> <b>Total:</b> N/A	Budgeted:	N/A
	Amount Budgeted:	N/A
	Amount Spent:	N/A
	Amount Requested:	N/A
	Budget Line Item:	N/A

**STAFF RECOMMENDATION:** That the Governing Body approve the Budget Amendment, to include the ARPA Budget Amendment 4, as presented.

<b>CITY MANAGER APPROVAL:</b> Required: <input checked="" type="checkbox"/> Not Required: <input type="checkbox"/>	_____ <i>Keith Nguyen, Acting City Manager</i>
<b>CITY ATTORNEY APPROVAL:</b> Required: <input type="checkbox"/> Not Required: <input type="checkbox"/>	_____ <i>Dean H. Crowhurst</i>

**ATTACHMENTS:** 1) Budget Advertisement Table

<b>City Budget:</b>	<b>FY2024 Budget</b>	<b>FY2024 A1* Budget</b>	<b>Increase (Decrease)</b>	<b>%</b>
<b>General Fund (Operations, Capital, &amp; Debt)**</b>	\$ 86,266,941	\$ 93,216,994	\$ 6,950,053	8.1%
<b>Water &amp; Sewer Fund</b>	\$ 14,067,084	\$ 15,193,078	\$ 1,125,994	8.0%
<b>Storm Water Fund</b>	\$ 1,974,482	\$ 2,216,022	\$ 241,540	12.2%
<b>Solid Waste Fund</b>	\$ 1,625,418	\$ 1,645,318	\$ 19,900	1.2%
<b>Total - City Budget</b>	<u>\$ 103,933,925</u>	<u>\$ 112,271,412</u>	<u>\$ 8,337,487</u>	<u>8.0%</u>
<b>School Budget:</b>				
			<b>Increase (Decrease)</b>	<b>%</b>
<b>Operating &amp; Federal Fund***</b>	\$ 50,055,590	\$ 51,330,871	\$ 1,275,281	2.5%
<b>Capital Fund</b>	\$ 3,143,000	\$ 3,143,000	\$ -	0.0%
<b>Local Grants Fund</b>	\$ -	\$ 1,887,737	\$ 1,887,737	#DIV/0!
<b>Food Service Fund</b>	\$ 2,629,179	\$ 2,629,179	\$ -	0.0%
<b>Medical Trust Fund</b>	\$ 205,306	\$ 205,306	\$ -	0.0%
<b>Total Schools Funds</b>	<u>\$ 56,033,075</u>	<u>\$ 59,196,093</u>	<u>\$ 3,163,018</u>	<u>5.6%</u>
<b>Total All - Budget****</b>	<u>\$ 159,967,000</u>	<u>\$ 171,467,505</u>	<u>\$ 11,500,505</u>	<u>7.2%</u>

\*1st Amendment Budget of FY24 (not the original adopted budget of FY24)

\*\* includes \$13,300,000 (Operating) and \$637,845 (Capital) for schools

\*\*\* includes \$13,300,000 (Operating) and \$637,845 (Capital) in funding from the City

\*\*\*\* includes double counting of both City contributions to Schools and GF contributions to Capital

**CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION**

**REQUESTING DEPARTMENT:** City Manager and School Board

**Agenda Item 11b**

**MEETING DATE:** December 12, 2023

**SUBJECT/TOPIC:** Third Quarter Appropriations for FY 2024 - City and Schools

**BACKGROUND:** The City and Schools are requesting that the Governing Body appropriate funds to cover both entities through March 31<sup>st</sup>, 2024 (Quarter 3 of Fiscal Year 24 – January 1, 2024, to March 31, 2024). See Attachment 1 for the request details for the City’s General Fund, Enterprise Funds, and Schools.

**Adopted Budget:** For the General Fund, the City is requesting equalized appropriations for Q3 (Budget divided by 4 for each quarter) for the Operating Budget, 50% for the remaining Capital Budget. For the Enterprise Funds the City is requesting an equalized appropriation for Q3 (Budget divided by 4 for each quarter). The total appropriations for the City in Q3 will be \$22,834,187.

or

**Budget Amendment 1:** For the General Fund, the City is requesting equalized appropriations for Q3 (Budget divided by 4 for each quarter) for the Operating Budget and 50% of the remaining Capital Budget. For the Enterprise Funds the City is requesting an equalized appropriation for Q3 (Budget divided by 4 for each quarter). The total appropriations for the City in Q3 will be \$25,772,268.

The School Board voted on their Appropriations request for Q3 and sent their request to Mayor Rishell and the Governing Body on November 27, 2023. Please see attached letter from the School Board requesting their appropriation (Attachment 2). With this appropriation request, the Schools are requesting roughly 25% of their budgeted funds to be appropriated for the third quarter of the Fiscal Year. The total appropriations for Schools in Q3 will be \$13,956,205.

<b>FINANCIAL IMPACT:</b>	Budgeted:	YES <u>  x  </u> NO <u>      </u>
	Amount:	\$22,834,187 (City) \$13,956,205 (Schools)
	Budget Line Item:	

or


<b>FINANCIAL IMPACT:</b>	Budgeted:	YES <u>  x  </u> NO <u>      </u>
	Amount:	\$25,772,268 (City) \$13,956,205 (Schools)
	Budget Line Item:	

**STAFF RECOMMENDATION:**

1. That the Governing Body Appropriate \$22,834,187 to the City for Quarter 3 of Fiscal Year 2024.
2. That the Governing Body Appropriate \$13,956,205 to City Schools for Quarter 3 of Fiscal Year 2024.

or

1. That the Governing Body Appropriate \$25,772,268 to the City for Quarter 3 of Fiscal Year 2024.
2. That the Governing Body Appropriate \$13,956,205 to City Schools for Quarter 3 of Fiscal Year 2024.

<b>CITY MANAGER APPROVAL:</b> Required: <u>  X  </u> Not Required: _____	 _____ <i>Keith Nguyen, Acting City Manager</i>
<b>CITY ATTORNEY APPROVAL:</b> Required: _____ Not Required: _____	_____ <i>Dean H. Crowhurst</i>

**ATTACHMENTS:**

1. Ordinance- FY 24 City and Schools Third Quarter Budget Appropriation
2. Ordinance- FY24 City and Schools Third Quarter Amended Budget Appropriation
3. School Board Appropriations request



Date: December 12, 2023

To: Lana Conner, City Clerk

From: Laszlo Palko, City Manager

Re: FY 2024 Third Quarter Budget Appropriation January 1, 2024, to March 31, 2024

### City Appropriations-

Fund	FY2024 Budget	3rd Qtr Appropriation Request	Description	Remaining Appropriation Available	FY2024 YTD Actuals
General Fund (Operations, Capital, & Debt)	\$ 86,266,941	\$ 18,417,441	3rd Quarter Appropriation	\$ 18,417,441	\$ 22,277,979
Water & Sewer Fund	\$ 14,067,084	\$ 3,516,771	3rd Quarter Appropriation	\$ 3,516,771	\$ 5,417,443
Storm Water Fund	\$ 1,974,482	\$ 493,620	3rd Quarter Appropriation	\$ 493,620	\$ 407,999
Solid Waste Management Fund	\$ 1,625,418	\$ 406,355	3rd Quarter Appropriation	\$ 406,355	\$ 500,945
<b>Total</b>	<b>\$ 103,933,925</b>	<b>\$ 22,834,187</b>	<b>3rd Quarter Appropriation</b>	<b>\$ 22,834,187</b>	<b>\$ 28,604,365</b>

### Schools Appropriations-

Fund	FY2024 Budget	3rd Qtr Appropriation Request	Description	Remaining Appropriation Available	FY2024 YTD Actuals
General Fund	\$ 47,925,490	\$ 12,041,280	3rd Quarter Appropriation	\$ 12,041,279	\$ 14,263,044
Capital Fund	\$ 3,143,000	\$ 667,574	3rd Quarter Appropriation	\$ 667,574	\$ 1,044,131
Federal Fund	\$ 2,130,100	\$ 535,188	3rd Quarter Appropriation	\$ 535,187	\$ 873,810
Medical Trust	\$ 205,306	\$ 51,583	3rd Quarter Appropriation	\$ 51,583	\$ 83,972
School Nutrition	\$ 2,629,179	\$ 660,581	3rd Quarter Appropriation	\$ 660,581	\$ 795,611
<b>Subtotal</b>	<b>\$ 56,033,075</b>	<b>\$ 13,956,205</b>	<b>3rd Quarter Appropriation</b>	<b>\$ 13,956,205</b>	<b>\$ 17,060,568</b>

Date: December 12, 2023

To: Lana Conner, City Clerk

From: Laszlo Palko, City Manager

Re: FY 2024 Third Quarter Budget Amendment Appropriation January 1, 2024, to March 31, 2024

### City Appropriations-

Fund	FY2024 Budget	3rd Qtr Appropriation Request	Description	Remaining Appropriation Available	FY2024 YTD Actuals
General Fund (Operations, Capital, & Debt)	\$ 93,216,994	\$ 20,661,805	3rd Quarter Appropriation	\$ 23,123,130	\$ 22,277,979
Water & Sewer Fund	\$ 15,193,078	\$ 4,079,768	3rd Quarter Appropriation	\$ 4,079,768	\$ 5,417,443
Storm Water Fund	\$ 2,216,022	\$ 614,391	3rd Quarter Appropriation	\$ 614,391	\$ 407,999
Solid Waste Management Fund	\$ 1,645,318	\$ 416,305	3rd Quarter Appropriation	\$ 416,305	\$ 500,945
<b>Total</b>	<b>\$ 112,271,412</b>	<b>\$ 25,772,268</b>	<b>3rd Quarter Appropriation</b>	<b>\$ 28,233,593</b>	<b>\$ 28,604,365</b>

### Schools Appropriations-

Fund	FY2024 Budget	3rd Qtr Appropriation Request	Description	Remaining Appropriation Available	FY2024 YTD Actuals
General Fund	\$ 47,925,490	\$ 12,041,280	3rd Quarter Appropriation	\$ 12,041,279	\$ 14,263,044
Capital Fund	\$ 3,143,000	\$ 667,574	3rd Quarter Appropriation	\$ 667,574	\$ 1,044,131
Federal Fund	\$ 2,130,100	\$ 535,188	3rd Quarter Appropriation	\$ 535,187	\$ 873,810
Medical Trust	\$ 205,306	\$ 51,583	3rd Quarter Appropriation	\$ 51,583	\$ 83,972
School Nutrition	\$ 2,629,179	\$ 660,581	3rd Quarter Appropriation	\$ 660,581	\$ 795,611
<b>Subtotal</b>	<b>\$ 56,033,075</b>	<b>\$ 13,956,205</b>	<b>3rd Quarter Appropriation</b>	<b>\$ 13,956,205</b>	<b>\$ 17,060,568</b>



**School Board**  
100 Central Park Plaza, Suite 300  
Manassas Park, VA 20111-2395  
703-335-8850  
703-361-4583 - Fax

November 28, 2023

The Honorable Jeanette Rishell  
Mayor of Manassas Park  
Members of Governing Body  
100 Central Park Plaza  
Manassas Park, VA 20111-2395

Dear Mayor Rishell and Members of Governing Body:

The Manassas Park City School Board, at its regular board meeting on March 13, 2023, voted unanimously to adopt the Superintendent's Proposed FY24 Budget and appropriated expenditures in the amount of 56,033,076. We estimate the 3<sup>rd</sup> quarter amount of FY24 appropriated expenditures to be \$ 13,956,205.

Supporting documentation for this request is attached. Back-up for this request includes a revenue summary by fund and type and expenditures by fund through March 31, 2024. The back-up information has been prepared using the modified accrual method of accounting as prescribed by the Virginia Department of Education.

Respectfully,

David Lyon, Executive Director of Finance  
Manassas Park City Schools

cc: Dr. Melissa Saunders, Superintendent  
Laszlo Palko, City Manager  
Pon Yusuf, City Finance Director

**CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION**

**REQUESTING DEPARTMENT:** Fire and Rescue Department

**Agenda Item 11c**

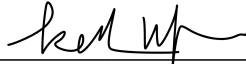
**MEETING DATE:** December 12, 2023

**SUBJECT/TOPIC:** Selection of EMS Billing Agency

**BACKGROUND:** The City of Manassas Park Fire and Rescue Department utilizes a 3<sup>rd</sup> party billing agency to handle our billing for EMS services. On July 1, 2023, our contract with Digitech expired leaving Fire and Rescue without an EMS billing agency (Digitech dropped the city because our EMS revenue did not meet their threshold to retain as a client). Digitech continued to work for the city for an additional 90 days to allow for a new billing agency to be selected. The Fire and Rescue Department received quotes from four billing agencies wishing to work with our department. After interviewing all those billing agencies, we felt that EMS Management & Consultants (EMS/MC) was the company that stood out and offered the city the best opportunity to regain its revenue from the insurance companies. EMS/MC offered a ridable contract from the City of Portsmouth, VA to assist with the procurement of a new EMS billing agency. They have an updated digital dashboard to assist with management of revenue recovery and can provide high level executive summary reports regarding financial trends in EMS billing. The company collects 5.75% of net collection as its revenue source. As such, there is no impact to the City’s budget.

<b>FINANCIAL IMPACT:</b> <b>Total: \$0</b>	Budgeted:	NA
	Amount Budgeted:	\$0
	Amount Spent:	\$0
	Amount Requested:	\$0
	Budget Line Item:	NA

**STAFF RECOMMENDATION:** That the Governing Body approve and authorize the City Manager to sign an agreement with EMS Management & Consultants, Inc. for Emergency Medical Services billing and collection services, as presented and subject to final City Attorney review.

<b>CITY MANAGER APPROVAL:</b> Required: <input checked="" type="checkbox"/> Not Required: <input type="checkbox"/>	 _____ Keith Nguyen, Acting City Manager
<b>CITY ATTORNEY APPROVAL:</b> Required: <input type="checkbox"/> Not Required: <input type="checkbox"/>	_____ Dean H. Crowhurst

**ATTACHMENTS:**

- 1) Manassas Park / EMS-MC Contract/ EMS-MC Proposal

## **SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (this “Agreement”) is made and entered into this \_\_\_\_ day of December, 2023, by and between the CITY OF MANASSAS PARK, a Virginia municipal corporation, its successors and assigns (the “City”) and EMS MANAGEMENT & CONSULTANTS, INC., a North Carolina corporation authorized to transact business in the Commonwealth of Virginia, its successors and assigns (the “Contractor”).

### **WITNESSETH:**

R-1. The City desires to contract for Emergency Management Services (“EMS”) billing and collection services (the “Project”).

R-2. The Contractor has a current contract with the City of Portsmouth, Virginia for EMS Billing and Collection Services (the “Portsmouth Contract”), which Portsmouth Contract was entered into in response to request for proposals RFP # P280-23-SBP (the “RFP”). The RFP allows localities to contract with the Contractor pursuant to the cooperative procurement provisions of the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq.*). Copies of the Portsmouth Contract and the RFP are attached to this Agreement as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference.

R-3. The Contractor has offered to provide to the City the same prices and terms provided in the Portsmouth Contract (the “Proposal”).

R-4. The City has determined that the Contractor’s Proposal meets the needs of the City, and that the Contractor is responsible, qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and tasks set forth in this Agreement, and therefore desires to contract with the Contractor in accordance with the terms and conditions of the RFP, the Portsmouth Contract and the cooperative procurement provisions of the Virginia Public Procurement Act.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, each of which is hereby incorporated herein by this reference, and the terms, conditions, covenants, and obligations contained herein, the Contractor and the City (together, the “Parties”) hereby agree as follows:

**1. USE OF PORTSMOUTH CONTRACT.**

The Parties will use the Portsmouth Contract for the goods and services detailed therein and in the RFP in accordance with the cooperative procurement provisions of the Virginia Public Procurement Act, subject to the terms and conditions of this Agreement.

**2. SCOPE OF SERVICES.**

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are set forth in the RFP and the Portsmouth Contract (the “Scope of Services”). The work performed will be bound by the terms of this Agreement, including all exhibits. Where a conflict exists between this Agreement and any exhibit, this Agreement shall control.

**3. TERM.**

The initial term of this Agreement (the “Initial Term”) shall commence on the date of execution of this Agreement (the “Effective Date”) and shall terminate on the date that is one (1) year following the Effective Date. The term of this Agreement may be extended for up to four (4) additional 1-year periods (each, an “Additional Term” and, together with the Initial Term, individually referred to as the “Term”), provided that either the City Manager or the City’s Chief of Fire and Rescue (the “Fire Chief”), as the designated representative of the City’s governing body (the “Governing Body”), has first authorized each such extension prior to the expiration of the then-current Term; provided, however, that the Term shall not extend this Agreement beyond the expiration date of the Portsmouth Contract. If the City Manager or the Fire Chief has not authorized such extension prior to the expiration of the then-current Term, this Agreement shall be deemed to have been terminated as of the date of such expiration and shall thereafter have no further force and/or effect, except for those provisions that by definition necessarily survive the termination of this Agreement (e.g., liability). The City’s continued use of the Contractor’s services following expiration of a Term shall be deemed to be authorization for an extension.

**4. COMPENSATION AND METHOD OF PAYMENT.**

A. Payments for services included in the Scope of Services shall be made monthly in accordance with the Portsmouth Contract.

B. No payment shall be made for any service rendered by the Contractor except for services identified and set forth in this Agreement.

C. The Contractor shall submit to the City Manager or his designee, on a form approved by the City Manager, an invoice for services rendered during the prior month. The City shall make payment to the Contractor within thirty (30) days following receipt thereof. Requests for more rapid payment will be considered if a discount is offered for early payment.

D. For all work outside the Scope of Services, the Contractor shall submit a task proposal based on direction by the City. The City shall pay the Contractor for such work consistent with the prices listed in the Portsmouth Contract.

E. The Contractor reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

**5. MAINTENANCE OF RECORDS; REPORTS AND INSPECTIONS.**

A. The Contractor, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Contractor shall retain all books, records, documents, data and other material relevant to all matters covered, directly or indirectly, by this Agreement for a period of two (2) years after the expiration of this Agreement. The Contractor shall at all reasonable times during any Term and said 2-year period, and as often as the City may deem necessary in its sole discretion,

make available for examination and permit the City or its designated authorized representative to audit and inspect all such books, records, documents, data and other material.

C. The City Manager or his designee shall have full access and right to examine any of said books, records, documents and other materials at all reasonable times during any Term and said 2-year period.

**6. INDEPENDENT CONTRACTOR RELATIONSHIP.**

A. The parties intend that an independent Contractor/City relationship will be created by this Agreement. No employee, agent, or representative of the Contractor shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees, agents, and representatives of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its employees, agents, representatives, and subcontractors during the performance of work contemplated by this Agreement.

B. In the performance of the work contemplated herein, the Contractor shall be an independent contractor with the authority to control and direct the performance of the details of the work; provided, however, that the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

**7. CONTRACTOR'S EMPLOYEE/AGENTS/REPRESENTATIVES.**

The City may at its sole discretion require the Contractor to remove any employee(s), agent(s), or representative(s) from employment on City projects. The Contractor may, however, employ such individuals(s) on other projects not related to City projects.

**8. INSURANCE.**

A. The Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall provide a certificate of insurance from its insurance company (a "Certificate of Insurance") evidencing the minimum coverage required by the RFP.

B. The City shall be named as an additional insured on all liability insurance policies, including any umbrella insurance policy used to meet the required coverage listed above, with respect to work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as an additional insured shall be attached to each Certificate of Insurance. Each Certificate of Insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation of the relevant insurance policy. The City reserves the right to request certified copies of any required insurance policies.

C. The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**9. HOLD HARMLESS; INDEMNIFICATION.**

A. The Contractor shall indemnify and hold the City and its agents, employees, and officers harmless from, and shall process and defend at its own expense, any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City and/or its agents, employees, and/or officers arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the gross negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, representatives, employees, and subcontractors; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

**10. CONTRACTOR CERTIFICATIONS.**

A. The Contractor certifies that:

1) The Contractor and all its subcontractors and agents used in conjunction with the performance of this Agreement are and shall remain authorized to transact business in the Commonwealth of Virginia as either a domestic or foreign business entity.

2) Neither the Contractor nor any of its subcontractors or agents used in conjunction with the performance of this Agreement has been debarred from contracting for goods or services by the Commonwealth of Virginia or any Virginia public body.

B. In addition to any other remedies available at law or in equity, the City may void this Agreement if the Contractor fails to comply with the requirements of this Section.

**11. TREATMENT OF ASSETS.**

A. Title to all property furnished by the City shall remain in the name of the City. All information furnished by the City is private, confidential, and proprietary, and shall be the exclusive and sole property of the City and shall not be reproduced, disclosed, or used by the Contractor for any reason other than in the performance of this Agreement.

B. The City shall be the sole and exclusive owner of all goods and services produced pursuant to this Agreement, excluding software and proprietary products, but including and not limited to tangible items, information, works, derivative works, results, strategies, taxonomies, writing, drawings, plans, images, intellectual property, and data compilations of any form



whatsoever (collectively, “Works”), which Works shall be the exclusive and sole property of the City and shall not be otherwise reproduced, disclosed, or used by the Contractor elsewhere, for any reason unrelated to its performance of this Agreement.

C. To the extent that the services are provided relating to detailed designs not originated and furnished by the City, or by a process or method the use of which is not specifically directed by the City, the Contractor guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any third-party United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save the city and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. The Contractor shall defend, at its own expense, any action or claim in which such infringement is alleged, provided the Contractor is notified within a reasonable period of time of such action or claim against the City. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by the Contractor was designed.

## **12. PRIVACY; SECURITY**

A. The Contractor, its directors, officers, managers, employees, agents, assignees, delegates, and subcontractors (collectively, the “Recipients”) might acquire access to and/or come into possession of certain personal, confidential, and/or proprietary information of the City, its officers, employees, agents, contractors, and/or customers in various forms, formats, medias and data compilation of any kind (the “Confidential Information”), such Confidential Information including but not limited to the following:

- 1) personally identifiable information, including names, physical addresses, IP addresses, social security numbers, governmental identification numbers, banking and financial information, of certain individuals and citizens of the United States of America and other countries;
- 2) information that describes the design, function, operation, or access control features of any City building, utility, or property, and any security system used to control access to any City building, utility, or property;
- 3) information concerning security or safety plans for City buildings or property;
- 4) information regarding the City’s proprietary ideas for proposed products or services, and any design, utility, patents, processes, technology and other descriptive information relating thereto;
- 5) the fact that the City is considering a number of strategic alternatives relating to its ideas, inventions, business or assets;
- 6) information and materials relating to plans for research and development, other product ideas, other service ideas, techniques, marketing and selling, business plans, and licenses and contracts to which the City is a party or is currently in negotiations;

7) information and materials relating to technical data, developments, inventions, processes, methods, business methods and models, formulas, technology, designs, drawings, engineering, and hardware configuration information (whether regarding its proposed products or services or otherwise);

8) information and materials relating to the City's proprietary technology (including the proposed products or services), software, hardware, equipment and systems, now owned or hereafter acquired and further developed, and related intellectual property, patents, software, products, processes and technology;

9) trade secrets; and

10) any other information that derives or may derive economic value, either directly or indirectly, from being confidential and/or proprietary to the City.

B. The Contractor shall ensure that at all times that the Recipients keep all Confidential Information confidential and hold all Confidential Information in trust and confidence, and shall not disclose any of the Confidential Information to any other person or third party, except as expressly permitted herein or by applicable law.

C. The Contractor shall ensure and be responsible for the following:

1) Each Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination and/or publication of the Confidential Information as the Recipient uses to protect its own confidential and/or proprietary information of a like nature. The Confidential Information shall be used by the Recipients only as necessary to perform this Agreement, and the Recipients shall not modify, reverse engineer, disassemble, alter, create other works from or confusingly or substantially similar to, or otherwise use the Confidential Information for their or any third party's profit or benefit.

2) Each Recipient agrees to share the Confidential Information only with a limited number of the Recipient's directors, officers, employees, financing sources, legal counselors, consultants, and agents who need to know such information in connection with the performance of this Agreement (collectively, the "Representatives"). The Recipient shall not disclose any of the Confidential Information to the Recipient's affiliates until the City has given its approval in writing, which approval may be withheld by the City in its sole discretion. If the City gives it written approval, the Recipient shall ensure that all individuals who are given access to the Confidential Information (a) are provided a copy of this Agreement and specifically informed of the confidential nature of the Confidential Information, and (b) agree to be bound by and will conduct their work in accordance with the terms of this Agreement. Regardless, the Recipient shall be responsible for any breach of this Agreement by any and all of those who gain access to any of the Confidential Information via or on behalf of the Recipient.

3) Upon termination of this Agreement or earlier upon demand by the City, all of the Confidential Information, including copies, written notes, photographs, and memoranda thereof or relating thereto – whether or not produced or provided by the City – shall be destroyed or returned to the City Manager at the address specified in Section 22 below, unless otherwise

authorized in writing by the City. Destruction of such documents shall be certified by an officer of the Recipient. The Recipient shall waive, and cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy

4) Notwithstanding the foregoing, in the event that a Recipient is required by law or regulation to disclose any of the Confidential Information, the Recipient shall: (a) provide the City with prompt notice of such requirement prior to the disclosure; (b) give the City all available information, reasonable assistance and necessary authority to enable the City to take the measures that the City, in its sole discretion, may deem appropriate or necessary to protect the Confidential Information from disclosure; (c) cooperate fully with the City in contesting such disclosure and/or in obtaining a protective order; and (d) limit what is disclosed to the maximum extent possible under law or regulation.

D. A Recipient's obligation hereunder to hold the Confidential Information confidential does not apply to any of the Confidential Information that the Recipient shows (a) was or is published or otherwise made available to the general public through no act or failure to act on the part of the Recipient; or (b) was known to the Recipient at the time of the Recipient acquired access to or came into possession of the Confidential Information.

**13. COMPLIANCE WITH LAWS.**

A. The Contractor and all subcontractors and agents shall, in the performance of this Agreement, comply with all applicable federal, state, and local laws, ordinances, regulations, and policies, including certification and operation of facilities, programs, and accreditation, obtaining all necessary permits and licenses, including the licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The Contractor specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

**14. ASSIGNMENTS/SUBCONTRACTING.**

A. The Contractor shall not assign or delegate its rights or obligations under this Agreement or any portion of this Agreement without the written consent of the City Manager or his designee. Any such consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment or delegation. The City Manager or his designee reserves the right to reject without cause any such assignment or delegation. Notwithstanding the foregoing, claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to the City Manager.

B. Any rights, work or services assigned or delegated hereunder and any subcontract or sub-subcontract shall be subject to procurement procedures where applicable as set forth in local, state and/or federal statutes, ordinances, regulations and guidelines as well as each provision of this Agreement, which must be acknowledged and agreed to in writing by each such assignee, delegatee, subcontractor, and sub-subcontractor.

C. Any subcontract and sub-subcontract not listed in this Agreement must have express advance written approval by the City. Every approved subcontractor and sub-subcontractor must provide its federal tax identification number (*i.e.*, Social Security Number for an individual; Employer Identification Number for all others).

**15. PAYMENT TO SUBCONTRACTORS.**

A. Within seven (7) days following receipt of payments made pursuant to this Agreement, the Contractor shall take one of the following actions with regard to subcontractors:

1) Pay the subcontractor its proportionate share of the total payment received from the City for the work performed by the subcontractor; or

2) Notify the City Manager and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's proportionate share of the payment from the City and the reason(s) for nonpayment.

B. The Contractor shall pay interest to all subcontractors on all amounts owed by the Contractor to subcontractors that remains unpaid after seven (7) days following receipt by the Contractor of a payment made pursuant to this Agreement by the City. The interest required by this Subsection will accrue at the rate of one percent (1%) per month. The interest requirement set forth in this Subparagraph shall not be construed to be an obligation of the City and this Agreement shall not be amended or modified for the purpose of providing reimbursement for such interest charges.

C. The Contractor shall include in each of its subcontracts a requirement that each subcontractor include or otherwise be subject to the payment and interest requirements of this Section with respect to sub-subcontracts.

**16. PROHIBITED INTEREST.**

No officer or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds hereof.

**17. CHANGES.**

Either party may request changes or additions to the Scope of Services and performance to be provided hereunder; provided, however, that no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Any such change or addition shall be attached to and made part of this Agreement as an amendment.

**18. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.**

A. All work proposed by the Contractor is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to the scope or cost of the services proposed by this Agreement resulting from a change to current government ordinances and/or fees may, at the sole option of

the City, be treated as work outside the Scope of Services pursuant to Subsection 3D above or deleted from the Scope of Services.

C. The City shall make provision for access to the property and/or project and adjacent properties as necessary for performing the services contemplated herein.

**19. TERMINATION; DEFAULT AND REMEDY.**

A. If funds are not appropriated by the Governing Body for the purposes of this Agreement for any fiscal year (from and including July 1 through and including the following June 30) subsequent to the fiscal year in which this Agreement is entered into, then the City may terminate this Agreement by providing at least thirty (30) days' advance written notice to the Contractor.

B. In addition to any other reason provided in this Agreement, the City may terminate this Agreement, and any work or delivery required hereunder, from time to time either in whole or in part, for any of the following reasons:

1) If the Contractor or any subcontractor substantially violates any of the provisions of this Agreement;

2) If the Contractor substantially fails to perform any part of this Agreement;

3) If the Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or fails to provide services under this Agreement for a period of seventy-two (72) hours;

4) If the Contractor (i) becomes insolvent in a bankruptcy sense; (ii) is generally not paying its debts as they become due, or within a reasonable time thereafter; (iii) suffers, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian, receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (iv) suffers, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (v) suffers, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (vi) be dissolved; (vii) becomes the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (viii) voluntarily suspends substantially all of its business operations; (ix) is merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (x) takes action for the purpose of any of the foregoing,

C. Termination shall be effected by providing a written notice of termination (a “Notice”), signed by the City Manager or the Fire Chief, to the Contractor, which will state the extent and effective date of termination. For a termination for cause, the Notice will also state the manner in which the Contractor is in default and the cure period, if any. The Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

D. The Contractor shall be paid its costs, including contract close-out costs, on work performed up to the time of termination. Upon receipt of a Notice, the Contractor shall:

- 1) Cease any further deliveries or work due under this Agreement, on the effective date and to the extent that is specified in the Notice.
- 2) Place no further orders with any subcontractors, except as may be necessary to perform that portion of this Agreement not subject to the termination.
- 3) Terminate all subcontracts except those made with respect to contract performance not subject to the termination.
- 4) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the City’s Finance Director.
- 5) Use its best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this section.
- 6) Account for any property in its possession belonging to the City and dispose of it in a manner as directed by the City.

E. After complying with the provisions of subsection D above, the Contractor shall, no later than six (6) months after the effective date of the termination, submit to the City Manager or the Fire Chief a termination claim.

F. If the Contractor fails to perform any part of this Agreement during an emergency declared by the City Manager or other authorized official, and such failure seriously threatens the health, safety, or welfare of the City’s residents, the City Manager or his designee may, in his sole discretion, provide verbal notice to the Contractor of his intention to terminate the services of the Contractor and, if after serving such verbal notice the violation is not corrected to the City Manager’s reasonable satisfaction by the deadline stated in such verbal notice, the City may then terminate this Agreement and take over the work and prosecute it to completion by contract or by any other method it may deem advisable. The Contractor shall treat such verbal notice as a Notice and shall comply with the provisions of subsection D above. Any such verbal notice shall be followed by a written Notice memorializing the verbal notice, said written Notice to be provided within a reasonable period of time, taking into consideration the nature and extent of the emergency.

G. The Contractor shall be liable to the City for all reasonable costs occasioned by the City in taking over the work and prosecuting it to completion following termination of this Agreement for cause. The Contractor shall make payment promptly upon demand by the City.

H. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

I. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**20. DISPUTES; APPEALS.**

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by this Agreement shall be decided by the Fire Chief. The decision of the Fire Chief shall be final and conclusive unless the Contractor submits to the City Manager a written and signed request for a hearing on the dispute no later than two (2) weeks following the date of such decision.

B. If the City terminates this Agreement or any work or delivery required hereunder pursuant to the provisions of subsection 18B or 18F above, the Contractor may submit to the City Manager a written and signed request for a hearing on the termination no later than two (2) weeks following its receipt of the Notice.

C. The City Manager shall hold a hearing on the dispute or termination within two (2) weeks following receipt of the request for a hearing from the Contractor. The Contractor will be afforded an opportunity to be heard by the City Manager and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of this Agreement and in accordance with the City's decision. The decision of the City Manager shall not be arbitrary or unreasonable and will be made within thirty (30) days following the hearing.

D. The Contractor shall not bring an action against the City, its officers, employees, or agents arising out of or relating to a dispute or termination before the decision has been issued by the City Manager. The City Manager's decision shall be final unless the Contractor brings an action against the City in a court of competent jurisdiction in Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division, within six (6) months following the City Manager's decision.

**21. NONDISCRIMINATION.**

A. During the performance of this Agreement:

1) The Contractor 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.

2) 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.

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

B. The Contractor will include the provisions of the foregoing Subsection A in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**22. DRUG-FREE WORKPLACE.**

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

B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done by the Contractor in connection with this Agreement, 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 this Agreement.

**23. COMPLIANCE WITH FEDERAL IMMIGRATION LAW.**

The Contractor does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**24. THIRD PARTY RIGHTS.**

Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**25. NOTICE.**

Except for notice provided to the parties in accordance with the procedures established for requesting work set forth in the Scope of Services, notice and other correspondence provided for in or required by this Agreement shall be hand delivered or sent by overnight mail or certified U.S. mail to the City Manager or the Fire Chief at 100 Park Central Plaza, Manassas Park, Virginia 20111, via fax at (703) 335-0053, or via email at [l.palko@manassasparkva.gov](mailto:l.palko@manassasparkva.gov) or [j.soaper@manassasparkva.gov](mailto:j.soaper@manassasparkva.gov), as appropriate, and to the Contractor at the address, fax number, or email address designated on the Contractor's signature page of this Agreement. Such notice



shall be deemed received (i) upon actual receipt, (ii) on the same day if hand-delivered or sent via facsimile, (iii) the following day if sent using overnight mail, or (iv) three days later if sent using certified U.S. mail.

**26. ATTORNEYS' FEES AND COSTS.**

If any legal action or proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorneys' fees and other costs incurred in such action or proceeding.

**27. JURISDICTION AND VENUE.**

A. This Agreement has been and shall be construed as having been made and delivered within the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.

**28. SEVERABILITY; WAIVER.**

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void or unenforceable.

B. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable with respect to particular circumstances, such part, term, or provision shall nevertheless remain in full force and effect in all other circumstances.

C. If it should appear that any provision hereof is in conflict with any statutory provision of the Commonwealth of Virginia, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and this Agreement shall be deemed as having been modified to conform to such statutory provisions.

D. One or more waivers by the City of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of that or any other provision of this Agreement.

**29. AMBIGUITY; MEANING OF “CITY”.**

A. The Contractor acknowledges that it has been afforded the opportunity to have this Agreement reviewed by legal counsel and expressly agrees that any ambiguity herein shall be resolved in favor of the City.

B. The term “City”, as used in this Agreement, shall mean the person, board, commission, committee, or other sub-unit or official of the City having the legal obligation or right to act on behalf of the City, as the context may require.

**30. MISCELLANEOUS.**

A. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination.

B. Both parties recognize time is of the essence in the performance of the provisions of this Agreement.

C. Headings and captions are provided in this Agreement for ease of reference only and shall not be used to construe or interpret any provision of this Agreement.

D. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.

E. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of this Agreement by fax or as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

{Signature pages follow}

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CONTRACTOR:

EMS MANAGEMENT & CONSULTANTS, INC.,  
a North Carolina corporation authorized to transact  
business in the Commonwealth of Virginia

Address: 2540 Empire Drive  
Suite 100  
Winston-Salem, NC 27103

Fax No.: 336-701-0981

Email: contracts@emsbilling.com

Federal Tax ID No.: 56-1969494

Virginia SCC ID No.: F164159

DocuSigned by:  
*George Abatjoglou*  
By: \_\_\_\_\_  
Name: George Abatjoglou  
Title: President

ATTEST:

DocuSigned by:  
*Samantha Travis*  
Name: Samantha Travis  
Title: Contracts Manager

CITY OF MANASSAS PARK,  
a Virginia municipal corporation

By: \_\_\_\_\_  
Laszlo Palko, City Manager

ATTEST:

\_\_\_\_\_  
Lana Conner, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Dean H. Crowhurst, City Attorney

**EXHIBIT A**

**THE PORTSMOUTH CONTRACT**

**EXHIBIT B**

**THE RFP**

**CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION**

**Agenda Item 11d**

**REQUESTING DEPARTMENT:** Fire and Rescue

**MEETING DATE:** December 12, 2023


**SUBJECT/TOPIC:** New Ambulance Purchase

**BACKGROUND:** The Fire and Rescue Department has a need to replace our current 2013 International Ambulance. Through the department’s Capital Improvement Process (CIP), it has identified the need to replace our Ambulance fleet on a 5-year rotation based on the nation’s best and safest practices for emergency vehicle replacement. Our current fleet was designed and built to meet the Federal KKK –A- 1822F standards, which was the gold standard for ambulance safety procedures. This standard has since been replaced by the Commission on Accreditation of Ambulance Services (CAAS), Ground Vehicle Standards (GVS), and the National Fire Protection Agency 1917 (NFPA 1917). The objective of the new standards is to improve safety through new design guidelines, performance standards, and testing requirements. Important items addressed in the standards include occupant seating and restraint, seat belt warning systems, cot and equipment retention, tire pressure monitoring, carbon monoxide monitoring, payload requirements, and static and dynamic patient compartment integrity testing. All these items have been addressed in our newly designed ambulance proposal.

Staff entertained multiple different manufacturers with presentation and ambulance demonstrations, before deciding to purchase a Braun Ambulance from Penn Care Inc. The new ambulance will be purchased by the procurement process under the Houston Galveston Area Council (H-GAC). This is a national cooperative purchasing contract, that the Fire and Rescue Department has used many times before. The cost of the new ambulance will be a total of \$463,385 with the plan to use ARPA funds to pay for the ambulance.

<b>FINANCIAL IMPACT:</b> <b>Total: \$463,385</b>	Budgeted:	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Amount Budgeted:	\$463,385
	Amount Spent:	\$0
	Amount Requested:	\$463,385
	Budget Line Item:	302-32100-1889-01-08-01 ARPA CIP

**STAFF RECOMMENDATION:** That the Governing Body approve and authorize the City Manager to negotiate and sign an agreement with Braun Industries, Inc. for the purchase of an ambulance at a cost of \$463,385, as presented and subject to final City Attorney review.

<b>CITY MANAGER APPROVAL:</b> Required: <input checked="" type="checkbox"/> Not Required: <input type="checkbox"/>	 _____ Keith Nguyen, Acting City Manager
<b>CITY ATTORNEY APPROVAL:</b> Required: <input type="checkbox"/> Not Required: <input type="checkbox"/>	_____ Dean H. Crowhurst

**ATTACHMENTS:**

- 1) *Contract / H-GAC Braun General Provisions*
- 2) *Braun Pricing Sheet for the Ambulance*



# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Braun Industries, Inc. - Public Services --

## 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 Braun Industries, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1170 Production Drive, Van Wert, OH 45891.

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 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: 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 4: 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.

### **ARTICLE 5: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

**ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins Oct 01 2020 and ends Sep 30 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

**ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

**ARTICLE 8: 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 15 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 9: 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 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, 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 11: 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 12: 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.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

### **ARTICLE 13: 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 14: CHANGES 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.

### **ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- 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.

**ARTICLE 16: 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 17: 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 18: 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.

**ARTICLE 19: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. 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 20: 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 21: 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 22: 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 23: 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 24: 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 25: 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 26: 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 27: 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.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**Braun Industries, Inc.**

Signature   
486F6E5B615D4FC...

Name Chad Brown

Title VP of Sales & Marketing

Date 10/14/2020

**H-GAC** DocuSigned by:

Signature   
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/14/2020

# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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Cooperative Agreement - Braun Industries, Inc. - Public Services -

## 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.

**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.

**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 art 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**.

- b. 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.
- c. 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.
- d. 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.
- e. **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: 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: 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.

<b>Attachment A</b>		
<b>Braun Industries, Inc.</b>		
<b>Ambulances, EMS &amp; Other Special Service Vehicles</b>		
<b>Contract No.: AM10-20</b>		
<b>B. Braun Industries</b>		
<b>**These units can only be sold outside Texas**</b>		
<b>AM20BA01</b>	Express Plus Type I: Ford F-350 4x2 / 169" Wheelbase / 72" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Diesel	\$168,525.00
<b>AM20BA02</b>	Express Plus Type I: Ford F-450 4x2 / 169" Wheelbase / 72" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Diesel	\$181,293.00
<b>AM20BA03</b>	Express Plus Type I: Dodge Ram R-4500 4x2 / 168.5" Wheelbase / 72" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Diesel	\$185,135.00
<b>AM20BA04</b>	Express Plus Type I: Chevy 4500HD 4x2 / 165"WB / 72"HR/150"L Full Seam	\$187,390.00
<b>AM20BA05</b>	Express Type III: Ford E-350 4x2 / 138" Wheelbase / 68" Headroom / 144"L Full Seam Welded Module - Sliding Side Door / Gas	\$131,665.00
<b>AM20BA06</b>	Express Type I: Ford F350 4x2 / 169" Wheelbase / 68" Headroom / 144"L Full Seam Welded Module - Sliding Side Door / Diesel / F350 No Air Ride w/Super Sway Stop	\$163,119.00
<b>AM20BA07</b>	Express Type III: Chevy G-3500 4x2 / 139" Wheelbase / 68" Headroom / 144"L Full Seam Welded Module - Sliding Side Door / Gas	\$125,336.00
<b>AM20BA08</b>	Signature Series Type I: Ford F-350 4x2 / 169" Wheelbase / 68" Headroom / 150" L Full Seam Welded Module - Sliding Side Door / Diesel	\$169,383.00
<b>AM20BA09</b>	Signature Series Type III: Ford E-350 4x2 / 138" Wheelbase / 68" Headroom / 150" L Full Seam Welded Module - Sliding Door / Gas	\$144,011.00
<b>AM20BA10</b>	Signature Series Type III: Chevy G-3500 4x2 / 139" Wheelbase / 68" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Gas	\$139,650.00
<b>AM20BA11</b>	Liberty Type I: Ford F-450 4x2 / 169" Wheelbase / 72" Headroom / 156" L Full Seam Welded Module - Sliding Side Door / Diesel	\$194,081.00
<b>AM20BA12</b>	Liberty Type I: Chevy 4500HD 4x2 / 165" Wheelbase / 72" Headroom / 156" L Full Seam Welded Module-Sliding Side Door / Diesel	\$197,922.00
<b>AM20BA13</b>	Liberty Type I: International CV4500 4x2 / 165" Wheelbase / 72" Headroom / 156" L Full Seam Welded Module-Sliding Side Door / Diesel	\$193,438.00
<b>AM20BA14</b>	Liberty Type I: Ram 4500 4x2 / 168.5" Wheelbase / 72" Headroom / 156" L Full Seam Welded Module-Sliding Side Door / Diesel	\$185,838.00
<b>AM20BA15</b>	Chief XL Type I: Ford F-450 4x2 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Diesel	\$212,214.00
<b>AM20BA16</b>	Chief XL Type I: Ford F-550 4x2 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Diesel	\$213,350.00

<b>AM20BA17</b>	Chief XL Type I: Chevy 5500 4x2 /189" Wheelbase / 72"Headroom/169" L Full Seam Welded Module-Sliding Side Door/ Diesel	\$216,542.00
<b>AM20BA18</b>	Chief XL Type I: International CV5500 4x2 /189" Wheelbase/ 72" Headroom/ 169" L Full Seam Welded Module-Sliding Side Door/ Diesel	\$218,828.00
<b>AM20BA19</b>	Chief XL Type I: Ram 5500 4x2 /192" Wheelbase/ 72" Headroom/ 169" L Full Seam Welded Module-Sliding Side Door/ Diesel	\$205,525.00
<b>AM20BA20</b>	Chief XL Type III: Ford E-450 4x2 / 158" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Gas	\$178,823.00
<b>AM20BA21</b>	Chief XL Type III: Chevy G-4500 / 159" Wheelbase / 72" Headroom / 169" L Full Seam Welded Module - Sliding Side Door / Gas	\$169,390.00
<b>AM20BA22</b>	Super Chief Type I: Ford F-650 4x2 / 182" Wheelbase / 73.5" Headroom / 170" Full Seam Welded Module - Sliding Side Door / Diesel	\$232,028.00
<b>AM20BA23</b>	Super Chief Type I: International MV607 4x2 / 175" Wheelbase / 73.5" Headroom / 170" L Full Seam Welded Module - Sliding Side Door / Diesel	\$247,007.00
<b>AM20BA24</b>	Super Chief Type I: Freightliner M2 4x2 / 174" Wheelbase / 73.5" Headroom / 170" L Full Seam Welded Module - Sliding Side Door / Diesel	\$247,440.00
<b>AM20BA25</b>	TLC Type I: Freightliner M2 Crew Cab 4x2 /234" Wheelbase/73.5" Headroom/191" L Full Seam Welded Module-Sliding Door/Diesel	\$375,734.00
<b>E. Remounts (See Section B, p. 8 Items 17-20 for specifics regarding "Remount" pricing)</b>		
<b>AM20BE01</b>	Remount on Chassis Value Package - Chief/Chief XL Ford E450 Gas Chassis Type III	\$72,176.00
<b>AM20BE02</b>	Remount on Chassis Value Package - Chief/Chief XL Ford F450 Diesel Chassis Type I	\$88,157.00
<b>AM20BE03</b>	Remount on Chassis Value Package - Chief/Chief XL Chevy G4500 Gas Chassis Type III	\$64,947.00
<b>AM20BE10</b>	Remount on Chassis Value Package - Express Module Ford E350 Gas Chassis Type III	\$69,910.00
<b>AM20BE11</b>	Remount on Chassis Value Package - Express Module Ford F350 Diesel Chassis Type I	\$85,182.00
<b>AM20BE12</b>	Remount on Chassis Value Package - Express Module Chevy G3500 Gas Chassis Type III	\$61,914.00

## AMBULANCE AGREEMENT

**THIS AMBULANCE AGREEMENT** (this “Agreement”) is made and entered into this \_\_\_ day of December, 2023, by and between the CITY OF MANASSAS PARK, a Virginia municipal corporation, its successors and assigns (collectively, the “City”), E Z RIDE AUTOS, INC. a Virginia corporation d/b/a Penn Care, its successors and assigns (collectively, the “Contractor”).

### WITNESSETH:

R-1. The City’s Fire and Rescue Department desires to acquire a new ambulance.

R-2. Braun Industries, Inc., an Ohio corporation authorized to transact business in the Commonwealth of Virginia (“Braun”), has a contract with the Houston-Galveston Area Council (“H-GAC”) to provide Ambulances, EMS & Other Special Service Vehicles (the “H-GAC Contract”). A copy of the H-GAC Contract is attached hereto as Exhibit A and incorporated herein by this reference.

R-3. The H-GAC Contract was entered into pursuant to H-GAC’s Invitation for Bids No. AM10-20 (the “H-GAC IFB”), which allows localities to contract using the terms of the H-GAC Contract.

R-4. The Contractor is the authorized dealer in Virginia for Braun vehicles and has submitted a proposal dated September 30, 2023 (the “Proposal”), in which it offers to provide an ambulance (the “Ambulance”) to the City pursuant to the terms and conditions of the H-GAC Contract, and has included in the Proposal two Contract Pricing Worksheets for the Ambulance. A copy of the Proposal, including the two Contract Pricing Worksheets, is attached hereto as Exhibit B and incorporated herein by this reference.

R-5. The City has determined that the Contractor’s Proposal meets the needs of the City, and that the Contractor is responsible, qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and tasks set forth in this Agreement, and therefore desires to contract with the Contractor in accordance with the terms and conditions of the H-GAC Contract, the Proposal, and the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq.*).

**NOW, THEREFORE**, in consideration of the foregoing recitals, each of which is hereby incorporated herein by this reference, and the terms, conditions, covenants, and obligations contained herein, the parties hereto agree as follows:

### 1. SCOPE OF SERVICES.

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are set forth in the H-GAC Contract and the Proposal for the Vehicle (the “Scope of Services”). The work performed will be bound by the terms of this Agreement, including all exhibits. Where a conflict exists between this Agreement and any exhibit, this Agreement shall control.

**2. TERM.**

The term of this Agreement shall commence on the date of execution of this Agreement and shall terminate upon completion and acceptance by the City of the Ambulance.

**3. COMPENSATION AND METHOD OF PAYMENT.**

A. Payments for services included in the Scope of Services shall be made in accordance with the Proposal.

B. No payment shall be made for any service rendered by the Contractor except for services identified and set forth in this Agreement.

C. The Contractor shall submit to the City Manager or his designee, on a form approved by the City Manager, an invoice for services. The City shall make payment to the Contractor within thirty (30) days following receipt thereof.

D. For all work outside the Scope of Services, the Contractor shall submit a task proposal based on direction by the City. The City shall pay the Contractor for such work in accordance with the H-GAC Contract.

**4. MAINTENANCE OF RECORDS; REPORTS AND INSPECTIONS.**

A. The Contractor, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Contractor shall retain all books, records, documents, data and other material relevant to all matters covered, directly or indirectly, by this Agreement for a period of two (2) years after the expiration of this Agreement. The Contractor shall at all reasonable times during any Term and said 2-year period, and as often as the City may deem necessary in its sole discretion, make available for examination and permit the City or its designated authorized representative to audit and inspect all such books, records, documents, data and other material.

C. The City Manager or his designee shall have full access and right to examine any of said books, records, documents and other materials at all reasonable times during any Term and said 2-year period.

**5. INDEPENDENT CONTRACTOR RELATIONSHIP.**

A. The parties intend that an independent Contractor/City relationship will be created by this Agreement. No employee, agent, or representative of the Contractor shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees, agents, and representatives of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its employees, agents, representatives, and subcontractors during the performance of work contemplated by this Agreement.

B. In the performance of the work contemplated herein, the Contractor shall be an independent contractor with the authority to control and direct the performance of the details of the work; provided, however, that the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

**6. CONTRACTOR'S EMPLOYEE/AGENTS/REPRESENTATIVES.**

The City may at its sole discretion require the Contractor to remove any employee(s), agent(s), or representative(s) from employment on City projects. The Contractor may, however, employ such individuals(s) on other projects not related to City projects.

**7. INSURANCE.**

A. The Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall provide a certificate of insurance from its insurance company (a "Certificate of Insurance") evidencing:

1) **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.

2) **AUTOMOBILE LIABILITY.** Automobile Liability insurance with limits no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

3) **WORKERS COMPENSATION.** Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.

B. The City shall be named as an additional insured on all liability insurance policies, including any umbrella insurance policy used to meet the required coverage listed above, with respect to work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as an additional insured shall be attached to each Certificate of Insurance. Each Certificate of Insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation of the relevant insurance policy. The City reserves the right to request certified copies of any required insurance policies.

C. The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**8. HOLD HARMLESS; INDEMNIFICATION.**

A. The Contractor shall indemnify and hold the City and its agents, employees, and officers harmless from, and shall process and defend at its own expense, any and all claims,



demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City and/or its agents, employees, and/or officers arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the gross negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, representatives, employees, and subcontractors; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

## **9. CONTRACTOR CERTIFICATIONS**

A. The Contractor certifies that:

1) The Contractor and all its subcontractors and agents used in conjunction with the performance of this Agreement are and shall remain authorized to transact business in the Commonwealth of Virginia as either a domestic or foreign business entity.

2) Neither the Contractor nor any of its subcontractors or agents used in conjunction with the performance of this Agreement has been debarred from contracting for goods or services by the Commonwealth of Virginia or any Virginia public body.

B. The City may void this Agreement if the Contractor fails to comply with the requirements of this Section.

## **10. TREATMENT OF ASSETS.**

A. Title to all property furnished by the City shall remain in the name of the City. All information furnished by the City is private, confidential, and proprietary, and shall be the exclusive and sole property of the City and shall not be reproduced, disclosed, or used by the Contractor for any reason other than in the performance of this Agreement.

B. The City shall be the sole and exclusive owner of all goods and services produced pursuant to this Agreement, including but not limited to tangible items, information, works, derivative works, results, strategies, taxonomies, writing, drawings, plans, images, intellectual property, and data compilations of any form whatsoever (collectively, "Works"), which Works shall be the exclusive and sole property of the City and shall not be otherwise reproduced, disclosed, or used by the Contractor elsewhere, for any reason unrelated to its performance of this Agreement.

C. To the extent that the services are provided relating to detailed designs not originated and furnished by the City, or by a process or method the use of which is not specifically directed by the City, the Contractor guarantees that the sale or use of such services or the use of

such process or method hereunder will not infringe any third-party United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save the city and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. The Contractor shall defend, at its own expense, any action or claim in which such infringement is alleged, provided the Contractor is notified within a reasonable period of time of such action or claim against the City. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by the Contractor was designed.

## **11. PRIVACY; SECURITY**

A. The Contractor, its directors, officers, managers, employees, agents, assignees, delegates, and subcontractors (collectively, the “Recipients”) might acquire access to and/or come into possession of certain personal, confidential, and/or proprietary information of the City, its officers, employees, agents, contractors, and/or customers in various forms, formats, medias and data compilation of any kind (the “Confidential Information”), such Confidential Information including but not limited to the following:

- 1) personally identifiable information, including names, physical addresses, IP addresses, social security numbers, governmental identification numbers, banking and financial information, of certain individuals and citizens of the United States of America and other countries;
- 2) information that describes the design, function, operation, or access control features of any City building, utility, or property, and any security system used to control access to any City building, utility, or property;
- 3) information concerning security or safety plans for City buildings or property;
- 4) information regarding the City’s proprietary ideas for proposed products or services, and any design, utility, patents, processes, technology and other descriptive information relating thereto;
- 5) the fact that the City is considering a number of strategic alternatives relating to its ideas, inventions, business or assets;
- 6) information and materials relating to plans for research and development, other product ideas, other service ideas, techniques, marketing and selling, business plans, and licenses and contracts to which the City is a party or is currently in negotiations;
- 7) information and materials relating to technical data, developments, inventions, processes, methods, business methods and models, formulas, technology, designs, drawings, engineering, and hardware configuration information (whether regarding its proposed products or services or otherwise);

8) information and materials relating to the City's proprietary technology (including the proposed products or services), software, hardware, equipment and systems, now owned or hereafter acquired and further developed, and related intellectual property, patents, software, products, processes and technology;

9) trade secrets; and

10) any other information that derives or may derive economic value, either directly or indirectly, from being confidential and/or proprietary to the City.

B. The Contractor shall ensure that at all times that the Recipients keep all Confidential Information confidential and hold all Confidential Information in trust and confidence, and shall not disclose any of the Confidential Information to any other person or third party, except as expressly permitted herein or by applicable law.

C. The Contractor shall ensure and be responsible for the following:

1) Each Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination and/or publication of the Confidential Information as the Recipient uses to protect its own confidential and/or proprietary information of a like nature. The Confidential Information shall be used by the Recipients only as necessary to perform this Agreement, and the Recipients shall not modify, reverse engineer, disassemble, alter, create other works from or confusingly or substantially similar to, or otherwise use the Confidential Information for their or any third party's profit or benefit.

2) Each Recipient agrees to share the Confidential Information only with a limited number of the Recipient's directors, officers, employees, financing sources, legal counselors, consultants, and agents who need to know such information in connection with the performance of this Agreement (collectively, the "Representatives"). The Recipient shall not disclose any of the Confidential Information to the Recipient's affiliates until the City has given its approval in writing, which approval may be withheld by the City in its sole discretion. If the City gives it written approval, the Recipient shall ensure that all individuals who are given access to the Confidential Information (a) are provided a copy of this Agreement and specifically informed of the confidential nature of the Confidential Information, and (b) agree to be bound by and will conduct their work in accordance with the terms of this Agreement. Regardless, the Recipient shall be responsible for any breach of this Agreement by any and all of those who gain access to any of the Confidential Information via or on behalf of the Recipient.

3) Upon termination of this Agreement or earlier upon demand by the City, all of the Confidential Information, including copies, written notes, photographs, and memoranda thereof or relating thereto – whether or not produced or provided by the City – shall be destroyed or returned to the City Manager at the address specified in Section 22 below, unless otherwise authorized in writing by the City. Destruction of such documents shall be certified by an officer of the Recipient. The Recipient shall waive, and cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy

4) Notwithstanding the foregoing, in the event that a Recipient is required by law or regulation to disclose any of the Confidential Information, the Recipient shall: (a) provide the City with prompt notice of such requirement prior to the disclosure; (b) give the City all available information, reasonable assistance and necessary authority to enable the City to take the measures that the City, in its sole discretion, may deem appropriate or necessary to protect the Confidential Information from disclosure; (c) cooperate fully with the City in contesting such disclosure and/or in obtaining a protective order; and (d) limit what is disclosed to the maximum extent possible under law or regulation.

D. A Recipient's obligation hereunder to hold the Confidential Information confidential does not apply to any of the Confidential Information that the Recipient shows (a) was or is published or otherwise made available to the general public through no act or failure to act on the part of the Recipient; or (b) was known to the Recipient at the time of the Recipient acquired access to or came into possession of the Confidential Information.

## **12. COMPLIANCE WITH LAWS.**

A. The Contractor and all subcontractors and agents shall, in the performance of this Agreement, comply with all applicable federal, state, and local laws, ordinances, regulations, and policies, including certification and operation of facilities, programs, and accreditation, obtaining all necessary permits and licenses, including the licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The Contractor specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

## **13. ASSIGNMENTS/SUBCONTRACTING.**

A. The Contractor shall not assign or delegate its rights or obligations under this Agreement or any portion of this Agreement without the written consent of the City Manager or his designee. Any such consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment or delegation. The City Manager or his designee reserves the right to reject without cause any such assignment or delegation. Notwithstanding the foregoing, claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to the City Manager.

B. Any rights, work or services assigned or delegated hereunder and any subcontract or sub-subcontract shall be subject to procurement procedures where applicable as set forth in local, state and/or federal statutes, ordinances, regulations and guidelines as well as each provision of this Agreement, which must be acknowledged and agreed to in writing by each such assignee, delegatee, subcontractor, and sub-subcontractor.

C. Any subcontract and sub-subcontract not listed in this Agreement must have express advance written approval by the City. Every approved subcontractor and sub-subcontractor must provide its federal tax identification number (*i.e.*, Social Security Number for an individual; Employer Identification Number for all others).

**14. PAYMENT TO SUBCONTRACTORS.**

A. Within seven (7) days following receipt of payments made pursuant to this Agreement, the Contractor shall take one of the following actions with regard to subcontractors:

1) Pay the subcontractor its proportionate share of the total payment received from the City for the work performed by the subcontractor; or

2) Notify the City Manager and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's proportionate share of the payment from the City and the reason(s) for nonpayment.

B. The Contractor shall pay interest to all subcontractors on all amounts owed by the Contractor to subcontractors that remains unpaid after seven (7) days following receipt by the Contractor of a payment made pursuant to this Agreement by the City. The interest required by this Subsection will accrue at the rate of one percent (1%) per month. The interest requirement set forth in this Subparagraph shall not be construed to be an obligation of the City and this Agreement shall not be amended or modified for the purpose of providing reimbursement for such interest charges.

C. The Contractor shall include in each of its subcontracts a requirement that each subcontractor include or otherwise be subject to the payment and interest requirements of this Section with respect to sub-subcontracts.

**15. PROHIBITED INTEREST.**

No officer or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds hereof.

**16. CHANGES.**

Either party may request changes or additions to the Scope of Services and performance to be provided hereunder; provided, however, that no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Any such change or addition shall be attached to and made part of this Agreement as an amendment.

**17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.**

A. All work proposed by the Contractor is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to the scope or cost of the services proposed by this Agreement resulting from a change to current government ordinances and/or fees may, at the sole option of the City, be treated as work outside the Scope of Services pursuant to Subsection 3D above or deleted from the Scope of Services.

C. The City shall make provision for access to the property and/or project and adjacent properties as necessary for performing the services contemplated herein.

**18. TERMINATION; DEFAULT AND REMEDY.**

A. In addition to any other reason provided in this Agreement, the City may terminate this Agreement, and any work or delivery required hereunder, from time to time either in whole or in part, for any of the following reasons.

1) If the Contractor or any subcontractor substantially violates any of the provisions of this Agreement;

2) If the Contractor substantially fails to perform any part of this Agreement;

3) If the Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or fails to provide services under this Agreement for a period of seventy-two (72) hours;

4) If the Contractor (i) becomes insolvent in a bankruptcy sense; (ii) is generally not paying its debts as they become due, or within a reasonable time thereafter; (iii) suffers, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian, receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (iv) suffers, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (v) suffers, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (vi) be dissolved; (vii) becomes the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (viii) voluntarily suspends substantially all of its business operations; (ix) is merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (x) takes action for the purpose of any of the foregoing,

B. Termination shall be effected by providing a written notice of termination (a "Notice"), signed by the City Manager or the City's Chief of Fire and Rescue (the "Fire Chief"), to the Contractor, which will state the extent and effective date of termination. For a termination for cause, the Notice will also state the manner in which the Contractor is in default and the cure period, if any. The Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

C. Upon receipt of a Notice, the Contractor shall:

1) Cease any further deliveries or work due under this Agreement, on the effective date and to the extent that is specified in the Notice.

2) Place no further orders with any subcontractors, except as may be necessary to perform that portion of this Agreement not subject to the termination.

3) Terminate all subcontracts except those made with respect to contract performance not subject to the termination.

4) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the City's Finance Director.

5) Use its best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this section.

6) Account for any property in its possession belonging to the City and dispose of it in a manner as directed by the City.

D. After complying with the provisions of subsection C above, the Contractor shall, no later than six (6) months after the effective date of the termination, submit to the City Manager or the Fire Chief a termination claim.

E. If the Contractor fails to perform any part of this Agreement during an emergency declared by the City Manager or other authorized official, and such failure seriously threatens the health, safety or welfare of the City's citizens, the City Manager or his designee may, in his sole discretion, provide verbal notice to the Contractor of his intention to terminate the services of the Contractor and, if after serving such verbal notice the violation is not corrected to the City Manager's reasonable satisfaction by the deadline stated in such verbal notice, the City may then terminate this Agreement and take over the work and prosecute it to completion by contract or by any other method it may deem advisable. The Contractor shall treat such verbal notice as a Notice and shall comply with the provisions of subsection D above. Any such verbal notice shall be followed by a written Notice memorializing the verbal notice, said written Notice to be provided within a reasonable period of time, taking into consideration the nature and extent of the emergency.

F. The Contractor shall be liable to the City for all reasonable costs occasioned by the City in taking over the work and prosecuting it to completion following termination of this Agreement for cause. The Contractor shall make payment promptly upon demand by the City.

G. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

H. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **19. DISPUTES; APPEALS.**

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by this Agreement shall be decided by the Fire Chief. The decision of the Fire Chief shall be final and conclusive unless the Contractor submits to the City Manager a written and signed request for a hearing on the dispute no later than two (2) weeks following the date of such decision.

B. If the City terminates this Agreement or any work or delivery required hereunder pursuant to the provisions of subsection 18A or 18E above, the Contractor may submit to the City Manager a written and signed request for a hearing on the termination no later than two (2) weeks following its receipt of the Notice.

C. The City Manager shall hold a hearing on the dispute or termination within two (2) weeks following submission by the Contractor of the request for a hearing. The Contractor will be afforded an opportunity to be heard by the City Manager and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of this Agreement and in accordance with the City's decision. The decision of the City Manager shall not be arbitrary or unreasonable and will be made within thirty (30) days following the hearing.

D. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to a dispute or termination before the decision has been issued by the City Manager, which shall be final unless the Contractor brings an action against the City in the Prince William Circuit Court within six (6) months following the City Manager's decision

E. In connection with any appeal proceeding conducted pursuant to this section, the decision of the City Manager shall not be arbitrary or unreasonable and shall be final and conclusive.

**20. NONDISCRIMINATION.**

A. During the performance of this Agreement:

1) The Contractor 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.

2) 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.

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

B. The Contractor will include the provisions of the foregoing Subsection A in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.



**21. DRUG-FREE WORKPLACE.**

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

B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done by the Contractor in connection with this Agreement, 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 this Agreement.

**22. COMPLIANCE WITH FEDERAL IMMIGRATION LAW.**

The Contractor does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**23. THIRD PARTY RIGHTS.**

Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**24. NOTICE.**

Except for a Notice issued pursuant to Section 18 above or a notice provided to the parties in accordance with the procedures established for requesting work set forth in the Scope of Services, notice and other correspondence provided for in or required by this Agreement shall be hand delivered or sent by overnight mail or certified U.S. mail to the City Manager or the Fire Chief at 100 Park Central Plaza, Manassas Park, Virginia 20111, via fax at (703) 335-0053, or via email at [l.palko@manassasparkva.gov](mailto:l.palko@manassasparkva.gov) or [j.soaper@manassasparkva.gov](mailto:j.soaper@manassasparkva.gov), as appropriate, and to the Contractor at the address, fax number, or email address designated on the Contractor's signature page of this Agreement. Such notice shall be deemed received (i) upon actual receipt, (ii) on the same day if hand-delivered or sent via fax or email, (iii) the following day if sent using overnight mail, or (iv) three days later if sent using certified U.S. mail.

**25. ATTORNEYS' FEES AND COSTS.**

If any legal action or proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions

of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorneys' fees and other costs incurred in such action or proceeding.

**26. JURISDICTION AND VENUE.**

A. This Agreement has been and shall be construed as having been made and delivered within the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.

**27. SEVERABILITY; WAIVER.**

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void or unenforceable.

B. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable with respect to particular circumstances, such part, term, or provision shall nevertheless remain in full force and effect in all other circumstances.

C. If it should appear that any provision hereof is in conflict with any statutory provision of the Commonwealth of Virginia, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and this Agreement shall be deemed as having been modified to conform to such statutory provisions.

D. One or more waivers by the City of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of that or any other provision of this Agreement.

**28. AMBIGUITY; MEANING OF "CITY".**

A. The Contractor acknowledges that it has been afforded the opportunity to have this Agreement reviewed by legal counsel and expressly agrees that any ambiguity herein shall be resolved in favor of the City.

B. The term "City", as used in this Agreement, shall mean the person, board, commission, committee, or other sub-unit or official of the City having the legal obligation or right to act on behalf of the City, as the context may require.

**29. MISCELLANEOUS.**

A. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination.

B. Both parties recognize time is of the essence in the performance of the provisions of this Agreement.

C. Headings and captions are provided in this Agreement for ease of reference only and shall not be used to construe or interpret any provision of this Agreement.

D. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.

E. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of this Agreement by fax or as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

{Signature pages follow}

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CONTRACTOR:

E Z RIDE AUTOS, INC.,  
a Virginia corporation d/b/a Penn Care

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

Virginia SCC ID No.: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_

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

CITY OF MANASSAS PARK,  
a Virginia municipal corporation

By: \_\_\_\_\_  
Laszlo Palko, City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Dean H. Crowhurst, City Attorney

**EXHIBIT A**  
**H-GAC CONTRACT**

# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Braun Industries, Inc. - Public Services --

## 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 Braun Industries, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1170 Production Drive, Van Wert, OH 45891.

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 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: 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 4: 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.

### **ARTICLE 5: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

**ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins Oct 01 2020 and ends Sep 30 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

**ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

**ARTICLE 8: 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 15 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 9: 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 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, 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 11: 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 12: 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.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

### **ARTICLE 13: 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 14: CHANGES 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.

### **ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- 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.

**ARTICLE 16: 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 17: 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 18: 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.

**ARTICLE 19: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. 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 20: 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 21: 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 22: 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 23: 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 24: 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 25: 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 26: 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 27: 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.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**Braun Industries, Inc.**

Signature   
486F6E5B615D4FC...

Name Chad Brown

Title VP of Sales & Marketing

Date 10/14/2020

**H-GAC** DocuSigned by:

Signature   
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/14/2020

# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

**Cooperative Agreement - Braun Industries, Inc. - Public Services -**

## 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.

**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.

**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 art 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**.

- b. 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.
- c. 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.
- d. 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.
- e. **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: 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: 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.

<b>Attachment A</b>		
<b>Braun Industries, Inc.</b>		
<b>Ambulances, EMS &amp; Other Special Service Vehicles</b>		
<b>Contract No.: AM10-20</b>		
<b>B. Braun Industries</b>		
<b>**These units can only be sold outside Texas**</b>		
<b>AM20BA01</b>	Express Plus Type I: Ford F-350 4x2 / 169" Wheelbase / 72" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Diesel	\$168,525.00
<b>AM20BA02</b>	Express Plus Type I: Ford F-450 4x2 / 169" Wheelbase / 72" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Diesel	\$181,293.00
<b>AM20BA03</b>	Express Plus Type I: Dodge Ram R-4500 4x2 / 168.5" Wheelbase / 72" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Diesel	\$185,135.00
<b>AM20BA04</b>	Express Plus Type I: Chevy 4500HD 4x2 / 165"WB / 72"HR/150"L Full Seam	\$187,390.00
<b>AM20BA05</b>	Express Type III: Ford E-350 4x2 / 138" Wheelbase / 68" Headroom / 144"L Full Seam Welded Module - Sliding Side Door / Gas	\$131,665.00
<b>AM20BA06</b>	Express Type I: Ford F350 4x2 / 169" Wheelbase / 68" Headroom / 144"L Full Seam Welded Module - Sliding Side Door / Diesel / F350 No Air Ride w/Super Sway Stop	\$163,119.00
<b>AM20BA07</b>	Express Type III: Chevy G-3500 4x2 / 139" Wheelbase / 68" Headroom / 144"L Full Seam Welded Module - Sliding Side Door / Gas	\$125,336.00
<b>AM20BA08</b>	Signature Series Type I: Ford F-350 4x2 / 169" Wheelbase / 68" Headroom / 150" L Full Seam Welded Module - Sliding Side Door / Diesel	\$169,383.00
<b>AM20BA09</b>	Signature Series Type III: Ford E-350 4x2 / 138" Wheelbase / 68" Headroom / 150" L Full Seam Welded Module - Sliding Door / Gas	\$144,011.00
<b>AM20BA10</b>	Signature Series Type III: Chevy G-3500 4x2 / 139" Wheelbase / 68" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Gas	\$139,650.00
<b>AM20BA11</b>	Liberty Type I: Ford F-450 4x2 / 169" Wheelbase / 72" Headroom / 156" L Full Seam Welded Module - Sliding Side Door / Diesel	\$194,081.00
<b>AM20BA12</b>	Liberty Type I: Chevy 4500HD 4x2 / 165" Wheelbase / 72" Headroom / 156" L Full Seam Welded Module-Sliding Side Door / Diesel	\$197,922.00
<b>AM20BA13</b>	Liberty Type I: International CV4500 4x2 / 165" Wheelbase / 72" Headroom / 156" L Full Seam Welded Module-Sliding Side Door / Diesel	\$193,438.00
<b>AM20BA14</b>	Liberty Type I: Ram 4500 4x2 / 168.5" Wheelbase / 72" Headroom / 156" L Full Seam Welded Module-Sliding Side Door / Diesel	\$185,838.00
<b>AM20BA15</b>	Chief XL Type I: Ford F-450 4x2 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Diesel	\$212,214.00
<b>AM20BA16</b>	Chief XL Type I: Ford F-550 4x2 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Diesel	\$213,350.00

<b>AM20BA17</b>	Chief XL Type I: Chevy 5500 4x2 /189" Wheelbase / 72"Headroom/169" L Full Seam Welded Module-Sliding Side Door/ Diesel	\$216,542.00
<b>AM20BA18</b>	Chief XL Type I: International CV5500 4x2 /189" Wheelbase/ 72" Headroom/ 169" L Full Seam Welded Module-Sliding Side Door/ Diesel	\$218,828.00
<b>AM20BA19</b>	Chief XL Type I: Ram 5500 4x2 /192" Wheelbase/ 72" Headroom/ 169" L Full Seam Welded Module-Sliding Side Door/ Diesel	\$205,525.00
<b>AM20BA20</b>	Chief XL Type III: Ford E-450 4x2 / 158" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Gas	\$178,823.00
<b>AM20BA21</b>	Chief XL Type III: Chevy G-4500 / 159" Wheelbase / 72" Headroom / 169" L Full Seam Welded Module - Sliding Side Door / Gas	\$169,390.00
<b>AM20BA22</b>	Super Chief Type I: Ford F-650 4x2 / 182" Wheelbase / 73.5" Headroom / 170" Full Seam Welded Module - Sliding Side Door / Diesel	\$232,028.00
<b>AM20BA23</b>	Super Chief Type I: International MV607 4x2 / 175" Wheelbase / 73.5" Headroom / 170" L Full Seam Welded Module - Sliding Side Door / Diesel	\$247,007.00
<b>AM20BA24</b>	Super Chief Type I: Freightliner M2 4x2 / 174" Wheelbase / 73.5" Headroom / 170" L Full Seam Welded Module - Sliding Side Door / Diesel	\$247,440.00
<b>AM20BA25</b>	TLC Type I: Freightliner M2 Crew Cab 4x2 /234" Wheelbase/73.5" Headroom/191" L Full Seam Welded Module-Sliding Door/Diesel	\$375,734.00
<b>E. Remounts (See Section B, p. 8 Items 17-20 for specifics regarding "Remount" pricing)</b>		
<b>AM20BE01</b>	Remount on Chassis Value Package - Chief/Chief XL Ford E450 Gas Chassis Type III	\$72,176.00
<b>AM20BE02</b>	Remount on Chassis Value Package - Chief/Chief XL Ford F450 Diesel Chassis Type I	\$88,157.00
<b>AM20BE03</b>	Remount on Chassis Value Package - Chief/Chief XL Chevy G4500 Gas Chassis Type III	\$64,947.00
<b>AM20BE10</b>	Remount on Chassis Value Package - Express Module Ford E350 Gas Chassis Type III	\$69,910.00
<b>AM20BE11</b>	Remount on Chassis Value Package - Express Module Ford F350 Diesel Chassis Type I	\$85,182.00
<b>AM20BE12</b>	Remount on Chassis Value Package - Express Module Chevy G3500 Gas Chassis Type III	\$61,914.00

**EXHIBIT B**

**PROPOSAL**



September 30, 2023  
City of Manassas Park Fire and Rescue Department  
9080 Manassas Dr  
Manassas Park Va. 20111  
Attn: Deputy Chief Adam Jones

Dear, Chief Jones

Penn Care; a regional supplier of EMS supplies, ambulances, and electronic patient care trip sheets, with low prices, prompt delivery and knowledgeable product specialists we hope to become your one stop shop for all your EMS needs. Many needs.....One Solution.....Penn Care.

Thank you for the opportunity to submit a quote for FY 2024 ambulance purchase of:

**One (1) Braun Chief XL Type I Ambulance Mounted on a 2025 or Newer Ford F550 4x4 gas Cab and Chassis. This quote includes the following:**

- **Ambulance layout to match current ambulance**
- **Custom Graphics to match current ambulance**
- **Custom Drug Box Compartment to match current Braun ambulance**
- **Allowance to install customer supplied power load**
- **Allowance to install two customers supplied technimount bases.**
- **Stryker Power load**
- **Stryker Power Cot**

**Total Price per unit..... \$463,385.00**

**Total Due on Delivery.....\$463,385.00**

**Estimated Delivery August -September of 2025**

**This ambulance will be purchases using HGAC contract AM10-20**

*The Chassis price is estimated at this time. Chassis price will be confirmed at time of chassis delivery or receipt of vin number by Braun. All chassis cost increases and or decreases will be pass along to the customer accordingly.*

If you have any questions or would like additional information on the vehicle, please feel free to contact me at 540-841-9603 [chance@penncare.net](mailto:chance@penncare.net)

Sincerely

Chance Kimble,  
VA Ambulance Sales Representative  
[chance@penncare.net](mailto:chance@penncare.net)  
Cell 540-841-9603  
1-800-392-7233 EXT 312

Address: 1317 North Rd. | Niles, OH 44446  
Phone: 1-800-392-7233  
Fax: 330-544-0022  
Website: [www.penncare.net](http://www.penncare.net)



**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.: AM10-20

Date Prepared: 8/7/2023

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency: City of Manassas Park	Contractor: Penn Care
Contact Person: Adam Jones	Prepared By: Chance Kimble
Phone:	Phone: 540-841-9603
Fax:	Fax:
Email:	Email: chance@penncare.com

Product Code: AM20BA16	Description: Chief XL Type I: Ford F-550 4x2 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** \$235,219.00

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Rear Suspension - Liquid Spring	12250	Custom Lettering/ Graphics	4850
4x4 Chassis, ILO 4x2	3565	Led Scene and Load lights	3850
Custom Exterior Compartment Configuration	\$16,380.00	Additional multi Plex system	4642
Custom Exterior Compartment Configuration	16380	360 Camera System	3249
HVAC Aux Front Wall COOLBAR 110/12V combo unit	8275	EZ o2 lift	3058
Two-Tone Module/cab paint	4800	Aluminum Wheels	6066
O2 Cylinder Holder - (1) Zico QR-D-2 Strapless "D" Bracket	488	Additional Ac Compressor	7098
O2 Cylinder Holder - (1) Zico QR-D-2 Strapless "D" Bracket	488	GTT opticom	5085
Compartment Lights - LED	1525	Air Horns	3133
Rear Chevron - DOT High Reflective Style	3675	Led Scene and Load lights	3850
Customized Interior Cabinetry design	16380	<b>Subtotal From Additional Sheet(s):</b>	89349
Dry Erase Board surface	480	<b>Subtotal B:</b>	218916

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Chassis Increse	9,250		
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal C:</b>	9250

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 2%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered: 1	X Subtotal of A + B + C:	463385	=	Subtotal D:	463385
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**E. H-GAC Order Processing Charge (Amount Per Current Policy)** Subtotal E:

**F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation**

Description	Cost	Description	Cost
		<b>Subtotal F:</b>	0

**Delivery Date:** **G. Total Purchase Price (D+E+F):** 463385



**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.: AM10-20

Date Prepared: 9/30/2023

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency: City of Manassas Park	Contractor: Penn Care
Contact Person: Adam Jones	Prepared By: Chance Kimble
Phone:	Phone: 540-841-9603
Fax:	Fax:
Email:	Email: chance@pennicare.com

Product Code: AM20BA16	Description: Chief XL Type I: Ford F-550 4x2 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module
------------------------	--

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:**

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Valor Attendant Seat	2179		
Multi Spec Interior	3033		
Upgrade to M9 LED warning lights	\$6,438.00		
LED Scene and Load lights	4025		
Underbody lights	1966		
HVAC 110/12v	9037		
electric O2 system	1507		
Up grade to M7 led Lights	311		
Stryker Power load	32062		
Stryker Cot	28791		
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal B:</b>	89349

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal C:</b>	0

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered: 1	X Subtotal of A + B + C:	89349	=	Subtotal D:	89349
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**E. H-GAC Order Processing Charge (Amount Per Current Policy)**

<b>Subtotal E:</b>	
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**F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation**

Description	Cost	Description	Cost
		<b>Subtotal F:</b>	0

<b>Delivery Date:</b>	<b>G. Total Purchase Price (D+E+F):</b>	89349
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**CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION**

**REQUESTING DEPARTMENT:** Community Development / Public Works

**MEETING DATE:** December 12, 2023

**Agenda Item 11e**

**SUBJECT/TOPIC:** Replacement of Flusher Truck

**BACKGROUND:** The City maintains a system of sanitary sewers that conveys wastewater from homes and businesses to the Upper Occoquan Service Authority’s (UOSA) trunk lines, which conveys the wastewater to the UOSA treatment plant. Sewer flusher trucks are a central component of the City’s maintenance program. Sewer flusher trucks clear stoppages and ensure that the lines flow freely without overflowing. The current sewer flusher truck (PW 142, a 2004 Sterling VACCON flusher) is scheduled for replacement in FY2024. The average life cycle of this equipment is ten years; the City has gotten twenty years of service from this unit. Since the unit is twenty years old, VACCON only offered \$10,000 for trade in. Staff believe that disposal through auction would serve the City’s interest better than a trade in. Initial surveys of like kind vehicles on public auction sites show an estimated price of approximately \$50,000 on the low end.

Staff have solicited a quote from Atlantic Machinery, Inc. for a VACCON Model V390, dual engine unit (flusher) under a cooperative purchase agreement: Virginia Sheriff’s Association Contract 23-04-0713. The quote was for \$525,000.00; funding for this project was phased over five years in the Capital Improvement Program (CIP) with the intention of entering a lease to purchase agreement. Delivery time from time of order is approximately six months.

The City solicited proposals through the Virginia Municipal League to finance this purchase. Five proposals were received, and J.P. Morgan Chase Bank’s proposal had the lowest overall cost, with “an indicative rate of 4.30% based on the current 3-year SOFR Interest Rate Swap (“Index Rate”) as of November 29, 2023. The final rate will be set 2-3 days prior to the closing date and be fixed for the 5-year term” (proposal attached). Total financing costs (including a \$7,000 program administrative fee) are \$65,752.36 for a total cost of \$597,752.36. The first payment on this lease to purchase will be due on July 1, 2024.

<b>FINANCIAL IMPACT:</b> Total: \$590,752.36 (over five years – 10 biannual payments of \$65,752.36). The first payment will be due July 1, 2024	Budgeted:	YES <u>X</u> NO
	Amount Budgeted:	\$425,000 (over 5 years)
	Amount Spent:	\$0.00
	Amount Requested:	\$590,752.36 (over 5 years)
	Budget Line Item:	501-94100-8312-00-00-00 Water / Sewer Vehicle Replacement



- 1) **STAFF RECOMMENDATIONS:** That the Governing Body approve and authorize the City Manager to negotiate and sign an agreement with Atlantic Machinery, Inc. for the purchase of a new flusher truck at a cost of \$525,000.00, as presented and subject to final City Attorney review.
- 2) That the Governing Body approve and adopt a resolution designating the City Manager (or the Deputy City Manager in his absence) and the Finance Director as Authorized Representatives for purposes of a lease-purchase agreement for the new flusher truck for a total amount not to exceed \$597,752.36, as presented and subject to final City Attorney review.

<b>CITY MANAGER APPROVAL:</b> Required: _____ Not Required: _____	_____ <i>Keith Nguyen, Deputy City Manager</i>
<b>CITY ATTORNEY APPROVAL:</b> Required: _____ Not Required: _____	_____ <i>Dean H. Crowhurst</i>

**ATTACHMENTS:** Resolution

**RESOLUTION \_\_\_\_\_**

**DECLARATION OF OFFICIAL INTENT TO ENTER INTO FINANCING AGREEMENT  
WITH JPMORGAN CHASE BANK, N.A. FOR THE PURCHASE OF A FLUSHER  
TRUCK IN THE AMOUNT OF \$532,000.00**

**Principal Amount: \$532,000.00**

**WHEREAS**, the City of Manassas Park (the “City”) is a political subdivision of the State of Virginia and is duly organized and existing pursuant to the constitution and laws of the State.

**WHEREAS**, pursuant to applicable law, the governing body of the City of Manassas Park is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions of operations of the City.

**WHEREAS**, the Governing Body of the City hereby finds and determines that the execution of one or more lease-purchase agreements (“Equipment Leases”) in the principal amount not exceeding the amount stated above (“Principal Amount”) for the purpose of acquiring a *Freightliner 114SD with Vac-Con v390H flushing system* as described in the Equipment Leases is appropriate and necessary to the functions and operations of the City.

**WHEREAS**, JPMorgan Chase Bank, N.A. (“Lessor”) is expected to act as the lessor under the Equipment Leases.

**WHEREAS**, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the City shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Governing Body of the City of Manassas Park:

1. Either one of the City Manager (including the Deputy City Manager in the City Manager’s absence) OR the Director of Finance (each an “Authorized Representative”) acting on behalf of the City is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection in the City Clerk’s Office. Each Authorized Representative acting on behalf of the City is hereby authorized to negotiate enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

2. By written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the City to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the City.
3. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the City as set forth therein.
4. The City's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in the Equipment Lease and the City's obligations under the Equipment Leases shall not constitute a general obligations of the City or indebtedness under the Constitution or laws of Virginia.
5. The Governing Body of the City of Manassas Park anticipates that the City may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of the City hereby declares the City's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of the City of Manassas Park for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the City to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.
6. As to each Equipment Lease, the City hereby designates each Equipment Lease as a "qualified tax-exempt obligation" for the purposes of and with the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code") and the City reasonably anticipates that the total amount of Section 265 Tax-Exempt Obligations to be issued during the current calendar year by the City, or by an entity controlled by the City or by another entity the proceeds of which are loaned to or allocated to the City for purposes of Section 265(b) of the Code will not exceed \$10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 104 of the Code.
7. This Resolution shall take effect immediately upon its adoption and approval.

Approved by the Governing Body in its regularly scheduled meeting held on the 12<sup>th</sup> day of December, 2023.

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Jeanette Rishell, Mayor

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Lana A. Conner, City Clerk

## CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

**REQUESTING DEPARTMENT:** Finance Department

**Agenda Item 11f**

**MEETING DATE:** December 12, 2023

**SUBJECT/TOPIC:** Contracted Support to Finance, Human Resources (Payroll), Treasurer's Office, and Commissioner of Revenue

**BACKGROUND:** The City's Finance Department has faced increasing demands (larger and multiple budgets equating to more financial reporting requirements, increasing volume of financial transactions, and new ERP implementation requirements), capacity issues, and workload challenges over the past few years. The staff has managed to sustain fiscal responsibility while experiencing increased volume, personnel changes, and evolving technology and financial requirements. These challenges not only impact the internal operations of the Finance Department but can also have broader implications for the city's overall financial health.

To address these challenges, the Finance Department utilized the state e-VA procurement website to issue a Request for Proposals (RFP) on July 26<sup>th</sup>, 2023, soliciting augmented support services from financial firms to help fortify staffing capacity and complete ad hoc projects in various work functions throughout the organization. The City received 15 proposals, 3 of which were deemed the most competitive by the City Manager's Office, Finance, and Human Resources staff. The proposals were evaluated on a graded scale of 1 to 100 (with 100 being the greatest) across the following categories:

- Proposed Staff Experience (Sufficient staff with adequate professional accreditation and relevant experience to support financial and accounting services to standards)
- Proposer's Capabilities
- Project Approach (Demonstration of completing similar work in the past)
- Proposed Cost (Fixed-price estimate with hourly rates for staff)
- References Provided

Once the evaluation committee identified the top three firms, the City Manager's Office conducted follow-up interviews with the firms. All three firms performed well in the interviews and demonstrated the necessary proficiencies to support the Finance Department. Additionally, the firms displayed capabilities to support the City's payroll processes and functions in the Treasurer and Commissioner of Revenue offices. As a result, the City Manager's Office and the Finance Department decided to engage with all three firms and expand the scope of services to have the firms support multiple functions with a focused approach based on their respective areas of expertise.

As part of the FY24 Budget Amendment, the City has a positive financial impact of \$95,000 in cost savings by freezing the Senior Accountant FTE, who left our City for another position. The city will use this saving along with other salary savings and vacancy savings to cover these contracted services. City staff recommends that the Governing Body approve three separate agreements with firms for Contracted Financial Support at a cost not to exceed \$113,000 for the remainder of FY24 (6 months). The cost breakdown for FY24 is as follows:

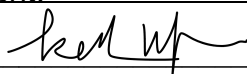
- Eide Bailly support to Finance (Accounting) – \$68,970
- K.Tech LLC support to Finance (Project Management & Operations) – \$22,414
- A&M Financial LLC support to (Treasurer’s Office & COR & HR) – \$21,616

The city will assess the performance of these contractors on an annual basis. If performance is satisfactory, the city may renew their service at an annual cost not to exceed \$226,000 for all three providers.

<b>FINANCIAL IMPACT:</b> <b>Total:</b> FY24 - \$18,000 (\$113,000-\$95,000) For the remainder of the fiscal year— including cost savings.	Budgeted:	YES ___ NO <u>X</u>
	Amount Budgeted:	100-12410-3160-00-00-00 (Adopted: \$7,150 / Amended: \$18,150) 100-12220-3160-00-00-00 (Adopted: \$12,150 / Amended: \$16,150) 100-12430-3160-00-00-00 (Adopted: \$14,250 / Amended: \$112,250)
	Amount Spent:	100-12410-3160-00-00-00 \$875 100-12220-3160-00-00-00 \$481.54 100-12430-3160-00-00-00 \$7,500
	Amount Requested:	\$113,000 (FY24)
	Budget Line Item(s):	100-12410-3160-00-00-00 – Treasurer Professional Services 100-12220-3160-00-00-00 – HR Professional Services 100-12430-3160-00-00-00 – FIN Professional Services

**STAFF RECOMMENDATION:**

1. That the Governing Body approve and authorize the City Manager to negotiate and sign an agreement with Eide Bailly, LLP for Finance Department accounting support services at an annual cost not to exceed \$137,940, as presented and subject to final City Attorney review.
2. That the Governing Body approve and authorize the City Manager to negotiate sign an agreement with K.Tech, LLC, for Finance Department project management and operations support at an annual cost not to exceed \$44,827, as presented and subject to final City Attorney review.
3. That the Governing Body approve and authorize the City Manager to negotiate and sign an agreement with A&M Financial, LLC, for Human Resource Department, Treasurer's Office and Commission of the Revenue accounting support services, at an annual cost not to exceed \$43,233, as presented and subject to final City Attorney review.
4. That the Governing Body direct the City Manager to use \$95,000 in cost savings from freezing the Senior Accountant position towards the cost for contracted support for the Finance Department, human Resources Department, Treasurer's Office and the Commissioner of the Revenue's Office, and to incorporate these costs in the FY24 Budget Amendment.

<b>CITY MANAGER APPROVAL:</b> Required: <u>X</u> Not Required: _____	 _____ Keith Nguyen, Acting City Manager
<b>CITY ATTORNEY APPROVAL:</b> Required: _____ Not Required: _____	_____ Dean H. Crowhurst

**ATTACHMENTS:**

- 1) City of Manassas Park RFP for Accounting Support Services
- 2) Eide Bailly Proposal for Accounting Support Services
- 3) K.Tech, LLC Proposal for Accounting Support Services
- 4) A&M Financial updated proposal pending



THE CITY OF MANASSAS PARK, VA, is soliciting proposals for:

## **ACCOUNTING SUPPORT SERVICES**

Submit hardcopy proposals to:

Joshua McNeal IV; Finance Operations Manager  
100 Park Central Plaza; Manassas Park, VA 20111

Final Proposal Due Date: 5:00 PM, **04 August 2023**

- Questions may be submitted through **5:00 PM, 26 July 2023**
- No Verbal questions will be accepted.
- Questions of a substantial nature will be addressed in an addendum.

**City of Manassas Park**  
**Accounting Support Services**

**Project Overview**

The City of Manassas Park is soliciting proposals from an independent financial professional or firm to provide accounting support services to our organization for an initial 12-month engagement with at least two (2) options to renew depending on performance and organizational needs.

**Proposed Project Schedule**

- Issue Date: 30 June 2023
- Proposal Due Date: 04 August 2023; 5:00 PM
- Notice of Intent to Award: 21 August 2023

**Scope of Work**

The City of Manassas Park seeks to contract with an independent financial professional or firm with a strong focus on monthly reviews of cash/account analysis, reconciliations, and making necessary process improvement recommendations. In addition, we need support in the areas of accounts payables/accounts receivables, payroll, and financial reporting. Also, the independent financial professional or firm will work directly with the Director of Finance within established policies, procedures, guidelines, and timelines. Expected commitment will vary depending on the needs of the department. We seek augmented support from accountant professionals or a firm to help us sustain staffing capacity and complete ad hoc projects. The City uses a financial software ERP system known as Keystone. We expect the individual/firm to be available for occasional onsite work in our City Hall location at 100 Park Central Plaza, Manassas Park, VA 20111. The day-to-day contact will be the Director of Finance.

**Deliverables**

Deliverables are the tangible resulting work products that the successful Proposer(s) will deliver to the City (i.e., reports, data, etc.). Deliverables for this undertaking shall include:

- Performs daily cash recording and all related account analysis, reconciliations, and verifications
- Generates final monthly financial statements
- Performs due diligence and reviews balance sheet accounts for any unusual balances.
- Identifies and researches logs and documents and works with the finance staff to resolve any financial issues
- Execute any necessary journal entries
- Supports the Accounts Payables Division, Accounts Receivables Division, and HR/Payroll Division with financial analysis support as needed and notifies them when processed transactions, including errors
- Support the coordination of the annual audit and preparation of PBCs (Prepared by Clients' Schedules)
- Supports the preparation and maintenance of various financial reports, budget documents, reports, and statements
- Ensures compliance with all established standards, policies, and procedures, as well as the City's codes and ordinances



- Compiles data for audit information requests
- Assists with the development of standards of operating procedures
- Perform capital asset analysis, including capital leases
- Performs analysis of delinquent tax and utility accounts
- Provide cash/revenue account review support to the Treasurer's Office to ensure completeness and accuracy of general ledger account coding and recording
- Debt / Lease / Subscription-Based Information Technology Arrangements (SBITA) management
- New GASB Statement implementation (SBITA, leave tracking, etc.)
- Benefit management
- Grant reporting and compliance management
- Budget vs. actual variance analysis
- Other post-employment benefits (OPEB)/ retirement data gathering and actuarial valuation analysis
- Cost allocation data gathering and analysis, and
- Any other management discussion analysis for year-end reporting and submission
- Other accounting/bookkeeping duties as needed

## **PROCEDURE FOR SUBMITTING PROPOSALS**

### **Proposal Responses**

Proposals must be received no later than 5:00 PM, **04 August 2023**

Proposals can be submitted as a hardcopy to the address below, which is required to be received by no later than 5:00 PM, **04 August 2023**

Subj: City of Manassas Park Accounting Support Services: Manassas Park City Hall  
 Attn: Joshua McNeal IV; Finance Operations Manager  
 Address: 100 Park Central Plaza; Manassas Park, VA 20111

The following instructions describe the form in which proposals must be presented. Proposal documents must be prepared simply and economically and provide a straightforward, concise response to the requirements of the RFP. Completeness and clarity of content must be emphasized. The requirements stated do not preclude offerors from furnishing additional reports, functions, and costs as deemed appropriate.

#### A. Transmittal Letter

The proposal transmittal letter shall contain the following:

- Name of individual, company, or corporation submitting the proposal.
- A statement that indicates an understanding of the scope of work as presented in this document and confirmation that all terms and conditions of the RFP are understood and acknowledged by the undersigned.
- Signature(s) of representative(s) legally authorized to bind the offeror.

#### B. SECTION I: General Description of Services

- This proposal section must contain all work requirements necessary to accomplish the tasks defined in the Scope of Work section. It will outline the associated cost to accomplish all listed daily and weekly tasks into a monthly cost estimate based on the prescribed list of services that need to be completed daily or weekly.

### C. SECTION II: Qualifications and Experience

This section must contain the following information:

- A Statement of Qualifications of the proposed individual or project team members. Include specific accounting support in government experience. Provide concise resumes for all staff to be assigned.
- Contact information, including address, telephone, email, fax, etc., for the identified project manager.
- Provide firm/professional history and scope of practice.
- If the Vendor intends to subcontract any of the proposed work stated in its proposal, it shall submit the information required above for each proposed subcontractor.
- Provide a list of references on contracts of similar size and scope, including names, addresses, and telephone numbers, and a brief description of the type of service provided.

### D. SECTION III: Cost

- Identification of all costs the Vendor will charge for performing the tasks necessary to accomplish the objectives of this RFP. The costs must break out all expenses expected to be billed to the City. The cost proposal shall include the estimated number of hourly work rates and costs attributable to the list of the scope of services based on the designated square footage.
- The City's desired billing setup will be through monthly invoices; however, the cost summary in the proposal shall reflect both a monthly billed amount and a total annual amount (12 payments).

## **PROPOSAL EVALUATION, INTERVIEWS, and AWARD PROCESS**

The award will be based on a review and evaluation by a committee. Each proposal will be evaluated based on the following criteria.

- Description of services that meet the stated and desired accounting support contract Scope of Services.
- Vendor company qualifications and experience
- The Vendor's past performance on projects of similar size and scope and listed references
- **Please include a proposed cost schedule chart with position titles and fully-loaded hourly rates upon which any rendered services invoicing will be based.**



# INSPIRED TO KEEP AN EYE ON THE HORIZON

November 15, 2023

**Proposal for Accounting Support Services**  
**CITY OF MANASSAS PARK, VIRGINIA**

**Submitted By:**

**Bradford Rockabrand, CPA, CIA | Partner**  
909.755.2712 | [brockabrand@eidebailly.com](mailto:brockabrand@eidebailly.com)



November 15, 2023

Joshua McNeal IV, Finance Operations Manager  
City of Manassas Park  
100 Park Central Plaza  
Manassas Park, VA 20111

Thank you for giving Eide Bailly the opportunity to submit this revised proposal in response to your request for proposals for accounting services. We are confident that the City will benefit from the experience we provide and believe we are the best candidate for this engagement for the following reasons:

**Extensive Government Industry Experience:** We have served the government industry for over 70 years and work with more than 1,200 government clients throughout the nation. Through serving these clients, our professionals have gained focused expertise regarding government organizations and performed the specific work requested for other agencies. Our Government Advisory Services Team specializes in assisting government clients with their ongoing needs such as outsourced accounting services, audit preparation, and budget development, as well as special projects such as policy development, fiscal condition analysis, and long-term financial planning.

**Depth of Resources:** Our size enables us to be responsive to our clients' needs and unique challenges while also providing the necessary breadth and depth of services required in today's complex and ever-changing government environment. We combine that with providing dedicated staff for your engagement who are approachable, helpful, and knowledgeable and will become an extension of your full-time staff. Our service delivery model focuses on:

- **Senior Staff Involvement:** You will be served by senior staff throughout the project as issues and questions arise. Our team structure mirrors that of an in-house staff model with managers and senior managers supervising the work of staff resources. Our firm's size allows us to scale up when needed with additional support resources while maintaining your core service team on an ongoing basis.
- **Proactive Communication:** You can expect your Eide Bailly service team to keep you informed as our work progresses. We will build communication protocols into our service delivery to ensure timely communication resulting in prompt completion of work and consistent responsiveness.
- **Timeliness:** We understand and will comply with the timing requirements and scope of services of your request. Your proposed engagement team's experience allows us to address your needs in a timely fashion.

**We Want to Work with You:** Our tagline, **what inspires you, inspires us**, is more than copy to add to marketing materials. We gain energy from those we serve, which turns into a passionate interest in our clients' success. This proposal highlights our firm's strengths and solutions that we can provide for the City. We believe this demonstrates why Eide Bailly merits serious consideration. You will be a highly valued client and we would be proud to work with the City and build a trusting relationship with your team. Please contact me if you would like to discuss any aspect of this proposal.

Sincerely,

**Bradford Rockabrand**, CPA, CIA | Partner  
909.755.2712 | [brockabrand@eidebailly.com](mailto:brockabrand@eidebailly.com)

What inspires you, inspires us. | [eidebailly.com](http://eidebailly.com)

800 Nicollet Mall Ste.1300 | Minneapolis, MN 55402 | T 612.253.6500 | F 612.253.6600 | EOE



## Qualifications and Experience

# WHAT INSPIRES YOU, INSPIRES US

Eide Bailly has a long history, beginning in 1917 in Fargo, N.D. when the accounting firm Bishop, Brissman & Co. opened an office. Our namesake Oliver Eide started his career there in 1934, and the firm eventually became Eide Helmeke. Sixteen years later, accountant Charles E. Bailly moved to Fargo in 1950 to open an office for Broeker Hendrickson & Co. of St. Paul, Minn. In 1978, a group of partners at Broeker Hendrickson withdrew and created their own firm, with Bailly as their leader. The firm was called Charles Bailly & Company.

By the 1990s, Charles Bailly and Eide Helmeke were the major accounting players in the region and much of the upper Midwest. Both ranked in the top 50 accounting firms in the U.S. and were often competing for the same clients and talent. Talks began between the two firms, and it was unanimous: they'd join to become Eide Bailly.

In 2019, Eide Bailly acquired Vavrinek, Trine, and Day, one of California's largest accounting and advisory firms. With that acquisition, Eide Bailly gained a sizable advisory group that has been providing advisory services to clients throughout the country for over 20 years.

By embracing change and focusing on innovative ideas, Eide Bailly has grown with our clients to become one of the top 25 accounting firms in the nation. Eide Bailly's Government Advisory Services Department has a deep bench of resources located throughout the United States working on a variety of projects for state and local governments.

Your experience will be different than working with other firms because we offer knowledge and skills backed by more than 100 years of service. Our professionals deliver industry and subject matter expertise resourcefully, ensuring we are providing services and guidance that directly reflects your needs. Our clients benefit from local, personal service and, at the same time, enjoy access to more than 3,000 professionals with diverse skillsets and experiences.

## AT A GLANCE



TOP 25 CPA FIRM



40+ OFFICES IN U.S. & INDIA



375+ PARTNERS



3,000+ STAFF MEMBERS



FOUNDED IN 1917

# WE UNDERSTAND GOVERNMENTS

Our firm’s Government Industry Group has more than 275 full-time professionals who share information, learn from others, and stay up to date on industry developments. To gain the greatest benefit, the knowledge is shared with professionals across the firm.

The government industry represents one of Eide Bailly’s largest niche areas — with more than 1,200 government clients firmwide. We provide audit and advisory services for a variety of counties, cities, colleges and universities, fire relief agencies, housing authorities, school districts, state agencies, and tribal entities. Through serving these clients, our professionals have gained focused expertise in the government industry and will provide you with comprehensive and effective outsourced accounting and financial management services.

**▶▶▶ Advisory Team Experience.** Unlike other firms and other teams at Eide Bailly, our Government Advisory Services Department team does not perform audits or provide tax services. Our team specializes in advisory services for state and local government agencies like yours. Our government advisory team is located throughout the United States with team members based in North Carolina, Tennessee, Texas, Minnesota, California, and other states. We have regional resources within driving distance of the City’s offices who can be on site when needed.

The Government Advisory Services Department staff have a thorough understanding of state and local government finance throughout the country, which provides them with diverse perspectives and experience that is grounded in best practices and the latest standards, information, and trends. Our team also brings the unique perspectives of individuals who have previously served as Finance Directors, Controllers, and in other capacities for local governments in multiple states. Services provided by the Government Advisory Services Department include, but are not limited to:

- Outsourced Finance / Accounting Services
- Annual Audit Preparation
- Implementation of New GASB Standards
- ERP System Selection and Implementation
- Budget Development / Assistance
- Organizational Assessments
- Financial Policy Development
- Complex Financial Analysis
- Long-Term Financial Planning
- Debt Administration Assistance

Our team includes specialists in all areas of undertaking the day-to-day in a government finance department. Whether you need assistance with accounts payable, payroll, general ledger, budget, or debt administration, our team can help. We currently work with a number of cities, counties, and special districts performing these day-to-day tasks in times of short staffing or in agencies where management has determined that long-term outsourcing makes sense.

Our team members who formerly served as municipal Finance Directors understand the effective management of a high-performing Finance Department that operates consistent with best practices. They can propose solutions to your financial management challenges or deficiencies, whether you know what they are or need assistance identifying them. They will add value by highlighting how we can deliver our services to you more efficiently and at a lower cost.

At a Glance

GOVERNMENT



70+

YEARS EXPERIENCE



1,100+

INDUSTRY CLIENTS



275+

DEDICATED STAFF



\$22.8 BILLION ANNUAL

AVERAGE IN SINGLE AUDITS

**Similar Clients.** We have worked with a number of agencies who have found that an outsourced accounting model makes sense for their operations. We encourage you to reach out to our references to learn more about the value that Eide Bailly has brought to their organizations over the years.

<b>City of San Marcos, CA</b>	<b>Contact</b>	<b>Lisa Fowler</b> , Finance Director 760.744.1050 x3131   <a href="mailto:lfowler@san-marcos.net">lfowler@san-marcos.net</a>
	<b>Engagement Partner</b>	Bradford Rockabrand
	<b>Scope</b>	Bank, payroll, and investment reconciliations, preparation and posting of all journal entries, investment reporting, grant management, budget to actual analysis, project cost analysis, audit preparation, year-end close, and drafting of financial statement note disclosures.
<b>County of Douglas, NV</b>	<b>Contact</b>	<b>Terri Willoughby</b> , Chief Financial Officer 775.782.6202   <a href="mailto:twilloughby@douglasnv.us">twilloughby@douglasnv.us</a>
	<b>Engagement Partner</b>	Bradford Rockabrand
	<b>Scope</b>	Audit preparation and financial statement preparation assistance, budget reporting, long-term financial planning, and general financial management assistance.
<b>City of Commerce City, CO</b>	<b>Contact</b>	<b>Theresa Wilson</b> , Interim Finance Director 303.289.8102   <a href="mailto:twilson@c3gov.com">twilson@c3gov.com</a>
	<b>Engagement Partner</b>	Bradford Rockabrand
	<b>Scope</b>	Debt schedules and related workpapers, compensated absences, financial statement review, lease standard implementation, Urban Renewal Authority agreement review, tracking of financial obligations, receivables, and assets.
<b>City of Glendive, MT</b>	<b>Contact</b>	<b>Mike Dryden</b> , Finance Committee Chair 406.939.4119   <a href="mailto:drydenm5472@gmail.com">drydenm5472@gmail.com</a>
	<b>Engagement Partner</b>	Bradford Rockabrand
	<b>Scope of Work</b>	Routine monthly accounting tasks, year-end close, audit preparation, financial statement preparation assistance, budget preparation and reporting, and general financial management assistance.
<b>City of Pleasanton, TX</b>	<b>Contact</b>	<b>Raquel Navarro</b> , Finance Director 930.569.3867   <a href="mailto:rnavarro@pleasantontx.gov">rnavarro@pleasantontx.gov</a>
	<b>Engagement Partner</b>	Bradford Rockabrand
	<b>Scope of Work</b>	Year-end close, GASB statement implementation, audit preparation, and general financial management assistance.

**Software Applications.** Eide Bailly staff are familiar with a wide range of financial systems, from large enterprise financial systems to small bookkeeping software. We have experience with integrated and standalone auxiliary systems for budgeting, cash receipting, permitting, community programs, public safety, enterprise utilities and payroll. Your assigned resources will be able to hit the ground running using the tools you already have in place and be a resource to support City efforts in considering system enhancements or future replacement.



## Personnel Qualifications

# AN EXPERIENCED SERVICE TEAM

We are passionate about our work—and your success. We have selected professionals for your service team who are the right fit for your engagement, based on their knowledge and experience in the government industry and experience with comparable government agencies.

**Bradford Rockabrand** will lead the engagement team and serve as the Engagement Partner. **Scott Catlett** will serve as the Director providing oversight and direction to the rest of the team. Your primary day-to-day services will be delivered by Manager **Sam Singery**, Senior Associate **Andrea Murff**, and Associate **Ibrahima Keita**.

**Bradford Rockabrand**  
Engagement Partner  
Rancho Cucamonga, CA

**Scott Catlett**  
Director  
Nashville, TN

**Sam Singery**  
Manager  
San Antonio, TX

**Andrea Murff**  
Senior Associate  
Minneapolis, MN

**Ibrahima Keita**  
Associate  
Charlotte, NC



Additional Senior Associates & Associates  
if needed for specific tasks





The day-to-day work for this engagement will be performed by Andrea and Ibrahima, while Sam will oversee it and provide support on an as-needed basis. Scott will monitor and guide the engagement and ensure that tasks are completed on time and as expected.

▶▶▶ **Staffing Model.** Eide Bailly’s Government Advisory Services Department staff are located throughout the United States. We operate in a largely virtual environment, with team members serving clients throughout the United States regardless of their physical location. Yet, we recognize that clients value local resources, and we therefore strive to assign several team members to each engagement who are located in the same region as each client.

In this case, **Scott Catlett** and **Ibrahima Keita** are located in the region. We also anticipate that other team members may be on-site for the initial stages of this engagement. The entire team is available for future on-site work should the need arise, but we anticipate that the work under this engagement can largely be performed remotely.

In today’s virtual world, we are able to serve clients remotely with a level of service that feels as though we are located next door. As discussed, our firm has invested in the technology resources to be effective with a nationwide footprint while maintaining the relationships normally only found with a local service provider.

▶▶▶ **Procedures for Replacing Assigned Resources.** To help ensure a strong business relationship and to minimize disruptions, we keep staffing changes to a minimum. Compared to the national average, Eide Bailly experiences a higher retention rate, which translates to providing our clients with consistent service teams. We will strive for continuity of staff for your engagement. With this continuity comes quality as team members’ knowledge of your organization grows from year to year.



Should the need arise to change any of the key engagement personnel, we will notify you in writing and provide the qualifications of the proposed replacement. Upon your approval, new engagement personnel will join your service team.

▶▶▶ **Staff Resumes.** On the pages that follow, we have provided you with resumes for the resources that will be assigned to this engagement. You will find that their education, experience, and skillsets are diverse and comprehensive. We believe that our blend of resources with experience as Finance Directors, auditors, and line accounting staff provide a uniquely comprehensive bench of resources that can respond to whatever financial challenges may arise in your organization.

## DR. BRADFORD ROCKABRAND, CPA, CIA, MBA

Partner

**INSPIRATION:** I find great joy in creating empowering, cross sector partnerships with our governmental clients in order to support them in carrying out their mission of public service. By understanding the complex, evolutionary environment in which governments operate, I can offer sound advice and provide turn key solutions that meet their objectives.

909.755.2712 | [brockabrand@eidebailly.com](mailto:brockabrand@eidebailly.com)

Based in Rancho Cucamonga, CA, Brad has more than 15 years of experience in various aspects of auditing, compliance, and financial and regulatory reporting via public accounting and government enterprises. He helps our clients identify organizational strategies that align their objectives with the complex and evolutionary regulatory environment. Learn more about Brad at <https://www.linkedin.com/in/bradrockabrand/>.

Brad is a hands-on audit and accounting professional with considerable experience in financial accounting and reporting, internal control development, policy composition, budgeting, cash flow modeling and long-term debt use. His professional experience is primarily in municipal finance policy issues as they pertain to new GASB pronouncements and legislative changes. Brad prepares in depth financial analysis on the potential impacts of the changing political landscape in California and assists his clients with navigating the associated implementation complexities.

Outside of work, Brad is an adjunct professor of public administration and enjoys traveling, playing golf, experimenting in the kitchen, and spending time with friends and family.

### Client Work

Services include internal control review and design, policy implementation and monitoring, risk analysis and related policy design, general ledger maintenance, strategic management, financial analysis, debt issuance and use, cash / investment management, and internal and external reporting.

Secured \$17,500,000 in private placement debt for a water district in an adjudicated water basin where there was no established market for water rights in order for the district to purchase permanent water rights to serve the community.

Turned around a community services district with a going concern opinion and no reserves through meticulous budgeting and strict adherence to accounting practices which now has nine consecutive years of unmodified audit opinions, no findings, sufficient reserves and current administrative and financial policy.



### Memberships

American Institute of Certified Public Accountants

Government Finance Officers Association

California Society of Municipal Finance Officers

### Designation/Licensures

Certified Public Accountant

Certified Internal Auditor

### Education

Doctor of Public Administration – University of La Verne

Master of Business Administration – Saint Louis University

Bachelor of Arts, Business – Principia College

### Community

Doctor and Master of Public Administration program adjunct faculty member – University of La Verne School of Law and Public Service

**SCOTT CATLETT, MPA**  
Senior Manager

**INSPIRATION:** I enjoy leveraging all that I've learned as a government finance officer and advisor to my clients to help them find targeted solutions to their problems. By taking the time to understand each client's unique situation and the challenges that they face, I am able to tailor my recommendations to achieve their goals. Seeing the end result achieved and the client's success is what brings me to work each day.

775.337.3941 | [scatlett@eidebailly.com](mailto:scatlett@eidebailly.com)



Based in Nashville, TN, Scott provides expert insights regarding the problems facing governments today, including financial sustainability, establishing robust financial management practices, and delivering services efficiently in an environment of revenue challenges. Prior to joining Eide Bailly, Scott spent nearly 17 years working directly for local governments, after serving as a consultant to state and local governments earlier in his career. As a chief financial officer and assistant chief financial officer for three medium- to large-sized cities, Scott managed budgets of as much as \$1.2 billion and investment portfolios of as much as \$500 million. Learn more about Scott on LinkedIn at <https://www.linkedin.com/in/scottcatlett/>.

When you work with Scott, you can expect an approach that focuses on your specific needs and the unique attributes of your organization. While financial concepts and practices are often similar from agency to agency, no two clients are the same. Scott provides each client with recommendations and results that are specific to their situation and measurable against their desired outcomes.

Outside of work, Scott enjoys hiking the forested trails near his home and cheering for his boys at their baseball and basketball games.

**Client Work**

Scott's primary areas of expertise include long-term financial planning, budgeting, debt administration, and fiscal policy development.

**Memberships**

Government Finance Officers Association

Tennessee Government Finance Officers Association

California Society of Municipal Finance Officers

**Education**

Master of Public Administration - California State University, San Bernardino, CA

Bachelor of Science in Management, Finance - Tulane University, New Orleans, LA

**Community**

California State University- San Bernardino Master of Public Administration program adjunct faculty member

Government Finance Officers Association Budget Analyst Training Academy, Former instructor

California Society of Municipal Finance Officers, Past President

## SAM SINGERY, CPA

Manager

**INSPIRATION:** I enjoy applying the skills I've developed as an auditor and government finance officer to help my clients succeed. I have a passion for coming alongside clients to provide solutions that enable them to efficiently and effectively meet the needs of their constituents and communities.

325.437.4100 | [ssingery@eidebailly.com](mailto:ssingery@eidebailly.com)



Based in San Antonio, TX, Sam has 11 years of experience in various aspects of auditing, financial reporting, and municipal financial management. He began his career in public accounting, where he conducted and supervised audits of local governments. More recently, Sam spent the last five years as the Accounting Manager and Assistant Finance Director for small and medium-sized cities, overseeing the daily operations of the finance department in addition to coordinating all required audits, preparing financial and regulatory reports, developing enhanced policies and procedures, and implementing new Governmental Accounting Standards Board pronouncements. Learn more about Sam on LinkedIn at <https://www.linkedin.com/in/samsingery>.

When you work with Sam, you can expect a thorough and tailored approach. His range of experience enables him to assist clients with a wide variety of challenges and provide recommendations and results to help his clients successfully achieve their desired outcomes.

Outside of work, Sam enjoys reading, golfing, and spending time with his wife and five children.

### Client Work

Sam's primary areas of expertise include year-end close and audit assistance, financial statement preparation, new Government Accounting Standards Board standard implementations, and budget development.

### Memberships

Government Finance Officers Association

Texas Government Finance Officers Association

### Designation/Licensures

Certified Public Accountant

### Education

Bachelor of Science, Business Administration & Accountancy – Biola University, La Mirada, CA

## ANDREA MURFF

Senior Associate

**INSPIRATION:** I enjoy using the knowledge I've gained with my nine years of experience in progressive roles within local government to help my clients achieve their financial goals. Being able to fulfill my client's needs is my greatest motivator.

612.253.6625 | [amurff@eidebailly.com](mailto:amurff@eidebailly.com)

Based in Minneapolis, MN, Andrea served as the finance director for a Minnesota municipality for three years prior to joining Eide Bailly. As a finance director, Andrea conducted the budget process, updated the Capital Improvement Plan, planned and executed the end of year processes such as audit preparation and financial statement preparation, implemented financial policies, monitored cash and investment flows and reconciliations, completed monthly and quarterly financial reporting, managed the general ledger, and oversaw daily transactions and accounting processes. Earlier in her career, Andrea worked for an accounting firm assisting clients with their financial operations.

When you work with Andrea, you can expect her to be efficient, analytic, and strategic in processes while taking into consideration any unique circumstances a client might present. She will make it a priority to get to know her client's needs and execute based on those needs.

### Client Work

Completes year-end processes and reconciliations as well as coordinated with auditors as to complete the annual audit and annual financial report or the Annual Comprehensive Financial Report.

Improves efficiency for clients by completing process evaluations and implementing new financial software.

Manages the general ledger by overseeing daily transactions and reconciliations of balance sheet accounts and then reporting monthly and quarterly on budget to actual balances and cash balances of funds to help create a snapshot of the financial health of the client.



### Memberships

Governmental Finance Officers Association

Minnesota Governmental Finance Officers Association

### Education

Bachelor of Science in Accounting and Finance - Metropolitan State University, MN

## IBRAHIMA KEITA

Associate

**INSPIRATION:** I like developing skills that enable me to bring valuable service to help my clients. I enjoy being part of a team, working on projects that help our clients get things done.

775.337.3966 | [ikeita@eidebailly.com](mailto:ikeita@eidebailly.com)

Based in Charlotte, NC, Ibrahimia, assists clients with various accounting tasks to help them meet deadlines for financial reporting. He also helps his team by providing written reports related to the results of his work.

When you work with Ibrahimia, you can expect a high-performing individual delivering a quality work product. He strives to get his work done timely and loves helping others while being part of a team. Ibrahimia loves learning about various clients' business processes, then using his knowledge to help clients.

Away from work, Ibrahimia loves both playing and watching basketball, which he played in college at the University of Montana Western. He also spends as much time as he can with his wife and new baby daughter.

### Client Work

Ibrahimia has spent his time with Eide Bailly assisting clients with general accounting activities such as a payroll analysis, bank reconciliations, revenue and expense analysis, and audit preparation work related to both the balance sheet and income statement.



### Education

Master of Accountancy –Western Governors University

Bachelor of Arts, Business Administration – University of Montana Western



Scope of Work

# ACCOUNTING SERVICES APPROACH

Based on the revised scope of work provided by the City, we understand your needs as described below. Our team will conduct a discovery meeting at the beginning of the engagement to thoroughly understand your needs and develop an engagement plan that addresses those needs. We are prepared to provide the City with assistance in performing the following accounting functions.

Activity	Performed By	Timing	Estimated Hours
Record daily cash receipts and related reconciliations and reporting.	Associate	Monthly	40 Hours / Month
Assist with period-end closing duties, including reconciliations and reporting.	Senior Associate	Monthly	20 Hours / Month
Assist with the development of standard operating procedures for Accounting Division.	Manager	As Needed	12 Hours / Year
Assist in year-end closing duties and support the coordination of the annual audit.	Associate / Senior Associate	Annual	60 Hours / Year
Oversight of year-end closing duties.	Manager	Annual	12 Hours / Year
New GASB Statement(s) implementation.	Manager	As Needed	N/A <sup>1</sup>

<sup>1</sup> The time required for the implementation of GASB Statements is highly dependent on the specifics of each statement and the City's circumstances. Eide Bailly will provide an estimate of the required hours for any GASB Statement implementation up front for the City's consideration.

## Client Responsibilities

- Provide continuous knowledge and information related to the City's historical transactions and other information as necessary to allow us to be successful in our roles.
- Respond timely to requests for specific support and information needed.
- Designate a competent individual to oversee the services.
- Provide a point of contact for our team.
- Accept responsibility for the results of the services.
- Ensure continued access to the City's systems remotely.
- Make all management decisions and perform all management functions.



### Additional Information

## OTHER EIDE BAILLY SERVICES

As a full-service CPA and advisory firm, Eide Bailly can assist the City in a number of areas beyond just audit and government advisory services. Should the need come up, we have in-house experts who can assist the City in a number of ways, including:

### Data Analytics

The future economy is all about data. We are firm believers that the winners in the Technological Revolution will be those who figure out how to use their data and make better decisions. We want to help you win. Data reporting and predictive analytics do not need to be intimidating. Discover what your data is really trying to tell you with the help of our team of certified data analysts. From data strategy and goal setting, to consolidating your data sources in a data warehouse for a single source of truth, our team is here to help you make data analytics work for you – one dashboard and report at a time.

### Forensic Accounting

We have seasoned professionals with years of relevant investigative experience. Our forensic accountants are experienced in assisting with internal, civil, criminal, and insurance recovery investigations related to allegations of theft, fraud, and accounting irregularities. The forensic methodologies and technology used by our team of specialists help get to the facts of these situations and are court proven. We understand the urgency of resolving these types of matters and deliver a quality work product in an efficient and timely manner.

### Cybersecurity

Our professionals have deep IT backgrounds, specializing in a broad range of security services and allowing us to tailor solutions to your needs. We work with every level of your organization—your Board of Directors, executive team, technical IT admins, and general users—to provide insight and guidance so you can be confident your data is protected.

### IT Consulting

Business planning and technology strategy go hand-in-hand, like having a good offense and defense. You cannot win the game without planning for both. Whether you want a better way to power your decision making, a simpler way to run your organization, or you just want to see a return on your technology, a solid strategy



always comes first. Our business consultants will help you define your goals and business needs so your technology game plan keeps you winning.

### **Performance Audit**

Performance audits are complex in scope and nature, and unique to the programs they are examining. These audits provide objective analysis to assist management, and those charged with governance and oversight, in using the information to improve operations. Eide Bailly's experience brings the knowledge your agency needs. Engaging the right team is critical to creating objectives that will help you improve program performance and operations, reduce costs, facilitate decision making, and contribute to public accountability. Eide Bailly's mix of experienced performance auditors, along with industry specific audit personnel, brings the best skills to the engagement for success.

### **Internal Audit**

An internal audit is an independent, objective review of an organization's internal controls, corporate governance, and accounting processes and procedures, with the main role of an internal audit being to reduce and mitigate risk, as well as improve operational performance, controls, and governance processes. When it comes to internal audit, different agencies have varying needs, policies, procedures, staffing, and other variables. You need an internal audit function as unique as your organization — Eide Bailly tailors its internal audit services to your specific needs.



## Pricing

# ESTIMATED FEES AND HOURLY RATES

Our fees will be based on the various levels of responsibility and specific skill sets required to perform the work. Eide Bailly is conscious of our clients’ desire to achieve results at a reasonable cost, and we are mindful of that when choosing which level of staff to assign to an engagement. Based on the revised scope of work provided by the City, the estimated annual cost would be as outlined in the table below. Actual costs will be dependent on the actual hours required to complete the assigned tasks. If the scope of work is determined to be significantly different than anticipated, we will communicate with the City prior to undertaking additional tasks so that there are no surprises.

Activity	Estimated Annual Hours	Projected Cost
Record daily cash receipts and related reconciliations and reporting.	480	\$ 76,320
Assist with period-end closing duties, including reconciliations and reporting.	240	43,200
Assist with the development of standard operating procedures for Accounting Division.	12	3,180
Assist in year-end closing duties and support the coordination of the annual audit.	60	12,060
Oversight of year-end closing duties.	12	3,180
New GASB Statement(s) implementation.	N/A <sup>1</sup>	N/A <sup>1</sup>
<b>Total</b>	<b>804</b>	<b>\$ 137,940</b>

<sup>1</sup> The time required for the implementation of GASB Statements is highly dependent on the specifics of each statement and the City’s circumstances. Eide Bailly will provide an estimate of the required hours for any GASB Statement implementation up front for the City’s consideration.

### Standard Rate Schedule

Our work for the tasks outlined above will be billed at the rates shown in the table below. In the event that the City requests technical assistance or wishes for Eide Bailly to assist with other special projects, we will bill the City on an hourly basis at these rates. We can provide the City with an estimate of the hours required to complete any special projects upon request and in advance of moving forward with the requested work.

Staff Level	Hourly Rates
Partner	\$371
Director	\$350
Senior Manager	\$318
Manager	\$265
Supervisor	\$235
Senior Associate	\$201
Associate	\$159

### Adjustments to the Standard Rate Schedule

We recognize that clients want to control the cost of multi-year contracts by providing transparency on the front end regarding future rate increases. We adjust our rates on August 1<sup>st</sup> of each year. The standard rate schedule will thereafter be adjusted upward each August 1<sup>st</sup> through the conclusion of any multi-year contract by the annual change in related labor costs for your area as of the preceding May 1<sup>st</sup>.



The Right Choice for the City

## **BUILDING A SUCCESSFUL RELATIONSHIP**

To us, work is not just work; we see it as a chance to help you solve problems, achieve goals, and pursue passions. After thoughtfully reviewing your needs and specific scope of services, we believe that we are the best fit for this opportunity. We want to work with you!

If you have questions or would like additional information, do not hesitate to contact us. We want to make sure you have everything you need to make your decision.



**Bradford Rockabrand, CPA, CIA**

**Partner**

909.755.2712

[brockabrand@eidebailly.com](mailto:brockabrand@eidebailly.com)



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# ACCOUNTING SUPPORT SERVICES PROPOSAL

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Prepared especially for the  
City of Manassas Park, Virginia



**KTech, LLC**

8000 Towers Crescent Drive, Suite 1700

Vienna, Virginia 22182

Phone: 866-678-0071

[www.k-techllc.com](http://www.k-techllc.com)



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## **SECTION I: GENERAL DESCRIPTION OF SERVICES**

Thank you for the opportunity to present our proposed Accounting Support solution. Founded in 2016, KTech, LLC is a licensed Certified Public Accounting (CPA) Firm in the Commonwealth of Virginia that has more than 32 years of experience in accounting operations, ranging from transaction processing to serving as a Chief Financial Officer (CFO) for a Federal Authority. This includes performing accounting transactions, budget formulation, budget execution, vendor payment processing, forecasting, system implementations, associated policy development, data standardization, data analytics, and financial reporting. KTech staff also has in-depth experience with financial improvement and audit readiness. With all this experience, KTech can also support the City of Manassas Park's diversity requirements as a certified Small, Woman-Owned, Micro small business in the Commonwealth of Virginia.

KTech understands the City of Manassas Park seeks to contract with an independent financial professional or firm with a strong focus on monthly reviews of cash/account analysis, reconciliations, and making necessary process improvement recommendations. Additionally, the City needs support in the areas of accounts payables/accounts receivables, payroll, and financial reporting. Also, the City expects KTech to work directly with the Director of Finance within established policies, procedures, guidelines, and timelines. The expected commitment will vary depending on the needs of the department. The City also seeks augmented support from KTech to help the City sustain staffing capacity and complete ad hoc projects, and the City uses Keystone as its financial software ERP system. KTech will be available for occasional onsite work in the City Hall located at 100 Park Central Plaza in Manassas Park, Virginia and the day-to-day contact will be the Director of Finance.

The associated cost to accomplish the listed daily and weekly tasks will be billed monthly. The estimated monthly cost based on the prescribed list of services that need to be completed daily, weekly, or monthly is \$3,735.60. More detailed information related to the estimated cost of this project can be found in Section III of this proposal, which begins on page 17.

## **PROPOSED APPROACH TO SCOPE OF WORK AND SCHEDULE**

The project approach developed by KTech is outlined in this section (the "Services"). As Table 1 reflects below, KTech will launch a comprehensive project approach for the City of Manassas Park using a two-part phased approach. The first phase (Phase 1) entails alignment on the project plan to confirm expectations, project management, scheduling, etc. for all three of the financial vendors supporting this effort. Secondly, KTech will map the City of Manassas Park's ecosystem to existing regulations and identify new industry regulations that need to be considered as part of the City's overall accounting program to enable a comprehensive design of enhanced governance and operating models. KTech will also develop an Integrated Master



Schedule for all vendor functions to be performed under this engagement. During the second phase (Phase 2), KTech will leverage the understanding gained and relevant materials discovered from the first phase to design our schedule for supporting the deliverables. Phase 2 will focus on performing the overall Project Management of all financial vendors, including alignment of the project plan, scheduling, etc. and performing accounting activities, including:

- Supporting the AP function, and AR function (Departmental Revenues), and with financial analysis support as needed and notifying them when transactions are processed, including errors
- Helping to respond to Audit PBCs (Prepared by Clients' Schedules) related to Grants, Departmental Revenues, and AP
- Ensuring compliance with all established standards, policies, and procedures, as well as the City's codes and ordinances
- Assisting with the development of standard operating procedures (SOPs)
- Performing capital asset analysis, including capital leases
- Debt/lease / subscription-based information technology arrangements (SBITA) management
- New GASB Statement implementation (SBITA, leave tracking, etc.) as it relates to the Financial Ops Division
- Grant reporting and compliance management

*Table 1 – KTech’s Two-Part Phased Proposed Approach*

SCOPE OF SERVICES		
Phase	PHASE 1: Initiate Project	PHASE 2: Perform Functions
Tasks	<ul style="list-style-type: none"> <li>• 1-1: Align Project Plan</li> <li>• 1-2: Understand Details of Accounting Support Needs</li> <li>• 1-3: Develop an Integrated Master Schedule for all vendor functions</li> </ul>	<ul style="list-style-type: none"> <li>• 2-1: Overall Project Management of financial vendors, including alignment of project plan, scheduling, etc.</li> <li>• 2-2: Supporting the AP function, and AR function (Departmental Revenues), and with financial analysis support as needed and notifying them when transactions are processed, including errors</li> </ul>



		<ul style="list-style-type: none"> <li>• 2-3: Helping to respond to Audit PBCs (Prepared by Clients' Schedules) related to Grants, Departmental Revenues, and AP</li> <li>• 2-4: Ensuring compliance with all established standards, policies, and procedures, as well as the City's codes and ordinances</li> <li>• 2-5: Assisting with the development of SOPs</li> <li>• 2-6: Performing capital asset analysis, including capital leases</li> <li>• 2-7: Debt/lease/subscription-based information technology arrangements (SBITA) management</li> <li>• 2-8: New GASB Statement implementation (SBITA, leave tracking, etc.) as it relates to the Financial Ops Division.</li> <li>• 2-9: Grant reporting and compliance management</li> </ul>
<i>Outputs</i>	<ul style="list-style-type: none"> <li>• Project Plan (KTech work product)</li> <li>• Integrated Master Schedule</li> <li>• Ecosystem map</li> </ul>	<ul style="list-style-type: none"> <li>• Completed functions</li> <li>• Monthly Status Reports</li> </ul>
<i>Impact</i>	<ul style="list-style-type: none"> <li>• Comprehensively designed plan and Integrated Master Schedule that ensures project success</li> </ul>	<ul style="list-style-type: none"> <li>• Provides the necessary factors to operationalize an effective accounting support services program</li> </ul>

## Phase 1: Initiate Project

---

### *Task 1-1: Align Project Plan*

---

In a workshop-style kickoff meeting with the City of Manassas Park's leadership, KTech will review the project approach and plan. This effort confirms the expectations, project management, delivery team structure, key dependencies, schedule, resources, and the defined set of sequenced activities. One key element to project success is for KTech to understand, from City of Manassas Park's point of view, what the risks look like today. KTech will ask the City of Manassas Park to present their initial view of the program, including strengths and opportunities for improvement, and vision for the future.

Before project kickoff, KTech will provide a document request list for "in-house" data from the City of Manassas Park's (e.g., overview, policies, and procedures) with a request for those items to be delivered within ten (10) days of the project start date. From there, KTech and designated points of contact from the City of Manassas Park will collaborate on what information is accessible and useful to the project, and what primary source data will need to be provided to KTech by the City of Manassas Park.

---

### *Task 1-2: Understand Details of Accounting Support Needs*

---

To build an effective accounting support program, there needs to be a foundational level understanding of the scope and complexity of the City of Manassas Park's accounting operations. KTech will begin by scoping the City's accounting ecosystem and identifying the various elements that need to be considered as part of the City's overall accounting operations. These components and their linkages will be particularly important, given how vital accounting operations is in serving as core content for improving management decision-making. KTech will look across the City's ecosystem, breaking down each of these elements through interviews, research, and our in-house subject matter expertise. Because of how deeply embedded technology can be across the City's accounting functions, it is important that we baseline the scope of all accounting support activities. The output of this task, a visual ecosystem map, provides a useful artifact to achieve consensus around the current scope of the City's accounting functions. It also helps focus action plan development and post-engagement maturity efforts by providing a foundational view of exactly what the accounting program's capabilities and activities currently cover at the present time.



---

*Task 1-3: Develop an Integrated Master Schedule for all Vendor Functions*

---

A foundational aspect to an effective program when there are two or more parties involved is ensuring a proper integrated master schedule is created and followed. KTech will use its expertise from previous Program Management Office support to bring the same foundational knowledge to the City of Manassas Park. KTech will create an integrated master schedule with each function listed and the accountable party for each function. Subsequently, KTech staff will monitor and update the integrated master schedule on a weekly basis to ensure all tasks are being completed as scheduled.

## **Phase 2: Perform Accounting Functions**

The second phase will leverage the understanding built and relevant materials discovered from the first phase to build out the design of the City's Accounting Support program. The assessment approach will be based upon vendor classification that results in a tiered classification of the City's accounting needs. Depending on the tier by which the work is classified, the ensuing associated checklist will be based on daily, weekly, monthly, quarterly, and annual deliverables and associated deadlines.

---

*Task 2-1: Overall Project Management of financial vendors, including alignment of project plan, scheduling, etc.*

---

KTech will bring its expertise from other large, complex program management offices to the City of Manassas Park. KTech will perform the overall Project Management functions for all vendors supporting this project, to include the creating, updating, and monitoring of an Integrated Master Schedule, but will also include the alignment of all vendor project plans, scheduling, etc.

---

*Task 2-2: Support the Accounts Payables Division, Accounts Receivables Division, and HR/Payroll Division with financial analysis support as needed and notifies them when processed transactions, including errors*

---

KTech also will provide support to the Accounts Payables Division, Accounts Receivables Division, and HR/Payroll Division with financial analysis support as needed and notify the appropriate staff when KTech processes transactions, to include errors, relevant to their respective functional areas. This notification will be made via email, or any other reporting mechanism preferred by the City's staff.

---

*Task 2-3: Helping to respond to audit PBCs (Prepared by Clients' Schedules) related to Grants, Departmental Revenues, and Accounts Payable*

---

KTech knows how important it is to the City to maintain a clean audit opinion. As part of the audit process, it is important to strategically plan the annual audit timeline and support the



coordination of the annual audit as well as the preparation of PBCs (Prepared by Clients' Schedules) and items accordingly. KTech staff have results in resolving numerous audit findings for Federal Departments and maintaining clean audit opinions. In one instance, KTech staff served as the Chief Accountant for the U.S. Office of Personnel Management and was the single point of contact (POC) to ensure all PBC items requests satisfied the audit requirements for the auditors. KTech staff also resolved a long-standing 5-year audit finding for OPM in just 9 months.

In another example, KTech staff resolved six audit issues (one material weakness and five significant deficiencies) for a Federal Authority in 3 short years. Further, KTech staff also maintained the clean audit opinion with no audit findings for the 6 years following.

KTech staff have a proven track record of resolving audit issues and obtaining clean audit opinions for the Departments and Agencies for which they support. KTech staff are excited to be able to bring that same audit readiness mindset to the City of Manassas Park.

---

*Task 2-4: Ensuring compliance with all established standards, policies, and procedures, as well as the City's codes and ordinances*

---

Working for the White House U.S. Office of Management and Budget (OMB), KTech staff wrote policy for the entire Federal government. With this, KTech is especially sensitive to ensuring compliance with all established standards, policies, and procedures, and will ensure compliance with the City's codes and ordinances.

---

*Task 2-5: Assisting with the development of standards of operating procedures*

---

KTech staff also have expertise in developing standard operating procedures (SOPs). Whether it is developing SOPs for a straight forward process or administrative processes related to financial documents, KTech can develop or assist with the development of SOPs to help the City run more efficiently.

---

*Task 2-6: Performing capital asset analysis, including capital leases*

---

Capital planning is also a critical part of financial planning and reporting. KTech staff has expertise in preparing and reporting on capital assets, which most recently performed for a Federal Authority. Therefore, KTech can bring best practices to the City of Manassas Park relating to performing capital asset analysis, including capital leases, which is a high priority with the new lease accounting standards being recently/currently adopted.



---

*Task 2-7: Debt / Lease / Subscription-Based Information Technology Arrangements (SBITA) management*

---

Debt, Lease, and Subscription-Based Information Technology Arrangements (SBITA) are vital to financial and technical operations. And managing those agreements are not an easy task. KTech staff have been responsible and accountable for these type of arrangements for the past eight years. KTech can bring this expertise to the City and help manage these arrangements most efficiently and effectively.

---

*Task 2-8: New GASB Statement implementation (SBITA, leave tracking, etc.) as it relates to the Financial Ops Division*

---

KTech staff previously supported the Federal Accounting Standards Advisory Board (FASAB) as new Statements were being considered. In fact, KTech staff wrote the Addendum to the FASAB Charter to clarify voting requirements by the Board.

KTech staff are also currently engaging on the FASAB Task Force for the Statemen of Federal Financial Accounting Standard #49, *Public Private Partnerships*. Further, KTech staff, while serving as the CFO for a Federal Authority, was required to present its financial statements using Financial Accounting Standards Board (FASB) accounting standards, which is very similar to the GASB standards. In fact, KTech staff were responsible this year for the implementation of FASB Audit Standard #842, *Leases*. KTech can support the City with not only accounting standard implementations but also anticipating what GASB standards might be coming next that will have an impact on the City's financial reporting.

---

*Task 2-9: Grant reporting and compliance management*

---

KTech staff previously supported the development of Grants.gov. KTech can support not only grant reporting to the Commonwealth of Virginia and the Federal Government, but can also support compliance efforts, especially as the new compliance supplements are released subsequent to the anticipated entire of the grants compliance policy re-write by the U.S. Office of Management and Budget.

## **SECTION II: QUALIFICATIONS AND EXPERIENCE**

KTech has assembled a qualified and experienced team with accounting support skills required for this project. Our delivery team will consist of a Program Manager and a Junior Accountant, with both KTech project team members have accounting backgrounds and government experience.



Kim Farington will serve as the Program Manager on this Project. Kim is a Certified Public Accountant (CPA) and has more than 32 years of Federal financial management experience and a Defense Acquisition Workforce Improvement Act (DAWIA) level II certified Program Manager. Throughout her career, Kim has served as the CFO for a Federal Authority where she led the Authority to clean audit opinions every year she was the CFO. She also served as the Associate CFO and Chief Accountant for the U.S. Office of Personnel Management (OPM) and the Associate CFO for the U.S. Department of Agriculture (USDA). Additionally, Kim was a Senior Policy Analyst for the White House Office of Management and Budget where she wrote financial management policy for the Federal government, which included establishing the Standard Accounting Code Structure for the Federal Government, the Federal Financial Standard Business Processes for the Federal Government, Internal Control policies related to Federal financial management, as well as establishing policies and procedures for the Federal Departments for which she worked. Kim also served as an Accountant with the Defense Finance and Accounting Service (DFAS). Throughout her career, Kim has performed the following functions:

- Daily cash recording and all related account analysis, reconciliations, and verifications
- Generated final monthly financial statements and helped compile the financial report for the Department of Defense
- Performed due diligence and reviews balance sheet accounts for any unusual balances.
- Identified and researched logs and documents and works with the finance staff to resolve any financial issues
- Executed necessary journal entries
- Supported the Accounts Payables Division, Accounts Receivables Division, and HR/Payroll Division with financial analysis support as needed and processed transactions to include resolving errors
- Was responsible for the coordination of the annual audit and preparation of PBCs (Prepared by Clients' Schedules) at OPM
- Was responsible for the preparation and maintenance of various financial reports, budget documents, reports, and statements, to include the Department of Agriculture, the Federal Authority, and OPM's financial statements and Annual Financial Report
- Ensured compliance with all established standards, policies, and procedures, and even established Federal policies and procedures
- Compiled data for audit information requests for OPM
- Developed standard operating procedures for OPM, Defense, and a Federal Authority
- Performed capital asset analysis, including capital leases for a Federal Authority
- Performed analysis of delinquent Small Business Loan accounts
- Performed cash/revenue account reviews to ensure completeness and accuracy of general ledger account coding and recording
- Implemented new FASB Statement implementation (leases, etc.)



- Grant reporting and compliance management, even supporting the development of Grants.gov
- Performed budget vs. actual variance analysis, ending fiscal years as CFO within 1% variance
- Gathered retirement data and actuarial valuation analysis, even establishing retirement policy for OPM based on actuarial data
- Analyzed cost allocation data and recommendations for more accurate reporting
- Drafted other management discussion analysis for year-end reporting and submission
- Performed other accounting/bookkeeping duties as needed

Kim's resume can be found at Appendix A.

Boles (Paul) Sedhom will serve as the Junior Accountant for this project. Mr. Sedhom holds a Degree in Accounting, is a Certified Bookkeeper and also has County Government experience both in Loudon County and Fairfax County. He has also performed the following functions:

- Finance Assistant for Loudon County Government
- Fairfax County Administrative Assistant
- Account Management
- Accounts Receivables
- Accounts Payable
- Payroll Processing
- Transaction Recording
- Purchase Card Transaction Processing
- Daily Cash Reconciliations
- Amortization Scheduler

Paul's resume can be found at Appendix B.

Tables 2 and 3 below summarize the structure and representative delivery staff for this engagement. KTech may reallocate and/or replace the staff as appropriate throughout the Project to ensure KTech team members with the appropriate skills are available for each task. KTech project leadership will communicate team members' areas of responsibility and any staff changes in a timely manner. KTech may reallocate and/or replace the staff as it deems necessary throughout the Project to ensure that the appropriate skills are available for each phase or activity.

KTech does not plan to subcontract any work under this proposal.



*Table 2 – KTech Role Description Details*

ROLE	ROLE DESCRIPTION
<b>Kim Farington</b>	Engages with client executives routinely, as necessary and when requested, provides overall guidance and Project Management oversight to delivery team.
<b>Paul Sedhom</b>	Provides staff level Project Management support, accounting support expertise as described in the Request for Proposal, and report daily to the Director of Finance.

*Table 3 – KTech Project Experience Details*

RESOURCE	EXPERIENCE	EXPERTISE
<b>Resource 1</b>	32+ Years – Federal Financial Management Experience <ul style="list-style-type: none"> <li>• Chief Financial Officer (CFO) – Federal Authority</li> <li>• Associate CFO and Chief Accountant – U.S. Office of Personnel Management (OPM)</li> <li>• Associate CFO – U.S. Department of Agriculture (USDA)</li> <li>• Senior Policy Analyst – White House Office of Management and Budget</li> <li>• Senior Accountant – Secretary of Defense</li> <li>• Defense Finance &amp; Accounting Service (DFAS)</li> <li>• Financial Statement Preparation</li> <li>• Journal Entry Preparation</li> <li>• Audit Readiness</li> <li>• PBC Preparation</li> <li>• Compliance with Law and Regulations</li> </ul>	<ul style="list-style-type: none"> <li>• Certified Public Accountant (CPA)</li> <li>• Established Standard Accounting Code Structure for the Federal Government</li> <li>• Established Internal Control Policies for Federal Accounting</li> <li>• Developed the Federal Financial Standard Business Processes for the Federal Government</li> <li>• Clean audit opinions every year serving as CFO</li> </ul>





<b>Resource 2</b>	<ul style="list-style-type: none"> <li>• Finance Assistant – Loudon County Government</li> <li>• Account Management</li> <li>• Accounts Receivables</li> <li>• Accounts Payable</li> <li>• Payroll Processing</li> <li>• Transaction Recording</li> <li>• Purchase Card Transaction Processing</li> <li>• Daily Cash Reconciliations</li> <li>• Amortization Scheduler</li> </ul>	<ul style="list-style-type: none"> <li>• Degree in Accounting</li> <li>• Certified Bookkeeper</li> <li>• Loudon County Government Experience</li> <li>• Fairfax County Government Experience</li> </ul>
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The contact information for the Program Manager is as follows:

PROJECT MANAGER CONTACT INFORMATION	
<b>Project Manager Name</b>	Kim Farington
<b>Address</b>	8000 Towers Crescent Drive Suite 1700 Vienna, VA 22182
<b>Telephone</b>	866-678-0071
<b>Email</b>	Kim@K-Techllc.com
<b>Fax</b>	703-250-4294

KTech was established in 2016 when Ms. Farington invented a USB thumb drive storage case. After obtaining three patents, KTech began selling the KTech USB storage cases in retail spaces such as online, in Walmart stores, on Walmart Marketplace, Kroger Marketplace, and in Mardell Bookstores. When KTech began talking to a large government contractor about utilizing KTech USB storage cases for their cybersecurity purposes, KTech began a consulting line of business that focused on cybersecurity. Since 2022, KTech’s consulting line of business now includes government financial management and cybersecurity. Subsequently, KTech became a licensed CPA Firm in the Commonwealth of Virginia.

A list of references on work performed by KTech staff are listed below. Additional references are available upon request.



PAST PERFORMANCE AS A W-2	
<b>Name</b>	First Responder Network Authority
<b>Address</b>	12201 Sunrise Valley Drive Reston, VA 20192
<b>Point of Contact</b>	William Fillman
<b>Email</b>	<a href="mailto:william.fillman@firstnet.gov">william.fillman@firstnet.gov</a>
<b>Phone</b>	770-617-6372
<b>Period of Performance</b>	May 2015 – October 2023

KTech staff supported the establishment of a new Federal entity within a Cabinet-level Department with the mission to build, maintain, and operate a nationwide broadband network dedicated to First Responders. The \$100 billion program involved establishing the new organization, creating new functions, new business processes, new policies, and achieving a highly effective organization, which has been exemplified by the clean audit opinion achieved every year with no material weaknesses, no significant deficiencies, and no management level audit findings.

**Project Management:**

- Utilized the Defense Acquisition Workforce Improvement Act Level II Program Management Certified staff to create and track a scalable project management framework for a costing tool to improve financial management and for a Department of Defense-wide Corporate Database implementation, with project sizes ranging from \$300k - \$32 million annually.
- Established the overall organizational structure for the Office of the Chief Financial Officer and the governance structure for the organization.
- Established the overall governance structure for the Senior Assessment Team (SAT) and established a SAT Charter, to include the identification of voting members
- Drafted and published accounting, budget, and internal control policies as part of the Financial Management Regulation.
- Drafted Standard Operating Procedures (SOPs), policies, and guidance related to accounting and budget functions, to include the incorporation of project management tools, templates, and processes for accounting areas including Accounting Procedures for Amortization; Revenues; Other Assets; Prepaid Expenses; Estimated Accruals; Form and Content of Audited Financial Statement; and Property, Plant, & Equipment (PP&E), etc.
- Contributed to project management oversight for all new and existing Federal financial management system implementations, monitoring all projects, tracking project data and utilizing performance metrics to determine if the project is on schedule, within budget, and proceeding in conformance with the approved project plan.

### **Business Process Analysis and Documentation**

Ensured a Quality Management Program (QMP) for efficient and effective operations across Administrative Operations, Financial Management, Human Capital, and Travel Operations with SOPs, Handbooks, policies, and procedures, with a focus on documentation.

- Conducted research, evaluations, and analysis to evaluate existing processes and implemented new business processes incorporating documentation requirements and emphasizing best practices, including risk identification, quality controls, and quality assurance to improve efficiency and effectiveness of processes.
- Coached staff in developing process documentation with emphasis on risk identification, quality controls, quality assurance, and customer service.
- Contributed to meetings and in regular communication with key stakeholders on progress, challenges, emerging topics and identifying and resolving challenges.

### **Strategic Research**

- Strategically researched various options for the organization's structure based on organizational charts, financial results of other organizations, white papers, and interviews conducted, to determine the best model for the newly established Federal entity. After considering the various factors and comparability of existing CFO organizations to the CFO organization being stood up, the end result incorporated best practices from across the Federal government. Ultimately, the organization established proved to be the best strategic approach and has worked successfully since 2015 with clean audit opinions every year
- Strategically researched which metrics would be best to track and monitor performance. Utilizing expertise in developing the Federal Government's metrics established as part of the White House's Financial Management Line of Business, was strategically able to identify and begin collecting project data across the newly established CFO organization and track project data and performance metrics to determine if the functions were proceeding according to the newly established policies and achieving the goals set for each metric

### **General Accounting and Budget Operations Support**

- Certified Public Account (CPA) with more than 32 years of experience supporting Federal accounting and budget functions with comprehensive financial, operational, and system-related experience to include drafting Federal financial management policy.
- Previously oversaw publication of the Financial Management Core Financial System Requirements for the core financial management processes (Receivables Management, Payables Management, Cost Management, Funds Management, and Financial Reporting) and comply with the requirements.

- Served as the CFO for the Federal entity, ensuring compliance with applicable laws and regulations.
- Established metrics and utilized data analytics to identify exceptions with financial data - in one year alone, identified and reduced unbilled revenue by 20% or \$809 thousand, identified and reduced unbilled invoices by 29%, identified and reduced the number of payables on hold by 9%, identified and de-obligated \$99 thousand in Appropriated Funds, and identified and de-obligated \$414 thousand of Revolving funds in a four-month time period.
- As CFO, responsible for the Agency Financial Report, including reviewing and analyzing financial statements and reports for compliance with all statutory and regulatory requirements (e.g. GAAP, OMB Circular A-136), and achieved a clean audit opinion every year.
- Established, interpreted, and provided advice on accounting policy, such as Administrative Expenses, Revenues, Estimated Accruals, etc.
- Expert in Account Reconciliation and confirmed by OIG audits, including reconciling subsidiary and general ledger accounts, budgetary and proprietary accounts, and other accounts, such as Investments and Reserves.
- Served as audit liaison for all audits of the entity. This involved creating a tracker and a database of all work papers to support audit items, developing and monitoring corrective action plans, and presenting to the SAT and other governance groups on the status of all findings and corrective actions.
- Responsible for all travel operations, including supporting travel card operations, travel authorizations and expense reporting, as well as performing travel audits.
- Accountable for all budget operations, to include budget formulation and execution, supporting revenue, reserve, program, and investment analysis, as well as integrating budgeting and planning with strategic planning processes.
- Evaluated processes to address issues with process efficiency, effectiveness, and internal control. Led to 6,500 manhours saved annually in one instance and more than 2 months of manhours for two staff by evaluating processes and business process re-engineering.

#### **Internal Control Program Support**

- Established the Policy and Internal Control organization.
- Created the Financial Management Regulation comprising accounting, budget, financial system, and financial reporting policies.
- Authored OMB Circular No. A-123, Appendix B and SSAE 16 policy related to internal controls and reporting.
- Completed both Process-level and Entity-level Internal Control Risk Assessments to report compliance with OMB Circular No. A-123 (and appendices).



- Provided analysis, recommendations, process improvement, data analytics, and compliance support with the laws, most frequently for the following: OMB Circular No. A-123, Federal Managers Financial Integrity Act (FMFIA), Federal Financial Management Improvement Act (FFMIA), Government Performance and Results Act Modernization Act (GPRAMA), Chief Financial Officers Act (CFO Act), GAO Standards for Internal Control in the Federal Government (Green Book), and OMB Circular No. A-123 Implementation Guidance.
- Oversaw business process control reviews related to OMB A-123, to include Purchase Cards, Administrative vs. Program Expense, Payroll & Benefits, Travel, Training, Fee Review Processes, among others. This involved developing narratives, flowcharts, testing plans, conducting testing, identifying deficiencies, developing findings, submitting and monitoring corrective action plans.
- Responsible for the drafting, compilation, and submission of the OMB A-123 Annual Certified Assurance Statement.
- Successfully closed a material weakness in just one year related to IT general computer controls after establishing compensating controls related to the Financial Management system after reviewing and conducting root cause analysis for internal control weaknesses and recommending corrective actions and mitigation strategies.
- Identified gaps or overlap in the OMB A-123 internal control process, and routinely updated and/or developed new business processes to include narratives and flowcharts, as a result of risk assessments or identified internal control weaknesses.

### SECTION III: COST

KTech will perform the Services described in the solicitation on an hourly rate basis. Based on the terms and assumptions set forth in this solicitation, KTech’s fees for the Services will be as follows:

DELIVERABLE	SPECIFICATIONS	ESTIMATED AVERAGE ASSOCIATED COST(S)
<b>Project Management</b>	Activities: <ul style="list-style-type: none"> <li>• Create a Microsoft Project Plan that outlines KTech’s approach to the Accounting Support project</li> <li>• Provide a Microsoft Word document that outlines</li> </ul>	\$960 per month

	<p>KTech’s approach to the Accounting Support project</p> <ul style="list-style-type: none"> <li>• Develop an integrated master schedule for all vendors’ tasks</li> <li>• Gather input from all vendors on a weekly basis.</li> <li>• Update the integrated master schedule weekly</li> <li>• Submit a Microsoft Word document providing a monthly status report of all tasks completed during the monthly period</li> </ul>	
<p><b>Perform Staff-level Project Management and Accounting Functions</b></p> <ul style="list-style-type: none"> <li>• <b>2-1: Staff level Project Management of all financial vendors, including alignment of project plan, scheduling, etc.</b></li> <li>• <b>2-2: Supporting the AP function, and AR function (Departmental Revenues), and with financial analysis support as needed and notifying them when transactions are processed, including errors</b></li> <li>• <b>2-3: Helping to respond to Audit PBCs (Prepared by Clients' Schedules) related to Grants, Departmental Revenues, and AP</b></li> <li>• <b>2-4: Ensuring compliance with all established standards, policies, and procedures, as well as the City's codes and ordinances</b></li> </ul>	<p>Activities:</p> <ul style="list-style-type: none"> <li>• Perform staff level project management for task 2-1</li> <li>• Perform the accounting function tasks 2-2 through 2-9</li> </ul>	<p>\$2,775.60 per month</p>



<ul style="list-style-type: none"> <li>• <b>2-5: Assisting with the development of SOPs</b></li> <li>• <b>2-6: Performing capital asset analysis, including capital leases</b></li> <li>• <b>2-7: Debt/lease / subscription-based information technology arrangements (SBITA) management</b></li> <li>• <b>2-8: New GASB Statement implementation (SBITA, leave tracking, etc.) as it relates to the Financial Ops Division.</b></li> <li>• <b>2-9: Grant reporting and compliance management</b></li> </ul>		
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Below is a cost schedule chart with position titles and the fully loaded hourly rates upon which all rendered services invoicing will be based for the base year of the contract:

Task Area	Person	Labor Category	Fully Burdened Rate	Hours	Estimated Cost
Project Management	Kim Farington	Project Manager	120.00	96.0	\$11,520.00
Project Management; Accounting Support Services	Paul Sedhom	Junior Accountant	51.40	648.0	\$33,307.20
<b>Estimated Hours / Total</b>				<b>744.0</b>	<b>\$44,827.20</b>

Below is a cost schedule chart with position titles and the fully loaded hourly rates upon which all rendered services invoicing will be based for each of the option years of the contract. If the inflationary rate increases by more than 2% over the proposed rates below based on the U.S. Department of Labor Bureau of Labor Statistics (BLS) CPI Index as of October the year prior, recommend an escalation to the CPI index as of October:



Option Year 1:

Task Area	Person	Labor Category	Fully Burdened Rate	Hours	Estimated Cost
Project Management	Kim Farington	Project Manager	123.84	96.0	\$11,888.64
Project Management; Accounting Support Services	Paul Sedhom	Junior Accountant	53.04	648.0	\$34,369.92
<b>Estimated Hours / Total</b>				<b>744.0</b>	<b>\$46,258.56</b>

Option Year 2:

Task Area	Person	Labor Category	Fully Burdened Rate	Hours	Estimated Cost
Project Management	Kim Farington	Project Manager	127.80	96.0	\$12,268.80
Project Management; Accounting Support Services	Paul Sedhom	Junior Accountant	54.74	648.0	\$35,471.52
<b>Estimated Hours / Total</b>				<b>744.0</b>	<b>\$47,740.32</b>

Option Year 3:

Task Area	Person	Labor Category	Fully Burdened Rate	Hours	Estimated Cost
Project Management	Kim Farington	Project Manager	131.89	96.0	\$12,661.44
Project Management; Accounting Support Services	Paul Sedhom	Junior Accountant	56.49	648.0	\$36,605.52
<b>Estimated Hours / Total</b>				<b>744.0</b>	<b>\$49,266.96</b>





Option Year 4:

<b>Task Area</b>	<b>Person</b>	<b>Labor Category</b>	<b>Fully Burdened Rate</b>	<b>Hours</b>	<b>Estimated Cost</b>
Project Management	Kim Farington	Project Manager	136.11	96.0	\$13,066.56
Project Management; Accounting Support Services	Paul Sedhom	Junior Accountant	58.30	648.0	\$37,778.40
<b>Estimated Hours / Total</b>				<b>744.0</b>	<b>\$50,844.96</b>



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**SUBJECT: City of Manassas Park Accounting Support Services: Manassas Park City Hall**

*Proposal Due Date: 04 August 2023: 5:00 PM*

<b>FROM: A&amp;M FINANCIAL LLC :</b>	<b>SUBMITTED TO: CITY OF MANASSAS PARK:</b>
<p><b>Project Manager:</b> Angella B. Julius, MBA, CFE, BSc.</p> <p><b>Address:</b> A&amp;M Financial LLC, 10111 Martin Luther King Jr. Hwy, Suite: 119 Bowie, MD 20720</p> <p><b>Office Phone:</b> 301-237-4369 Direct 1-855-945-3972 Office</p> <p><b>Email:</b> <a href="mailto:ajulius@aandmfinancialllc.com">ajulius@aandmfinancialllc.com</a> <b>Web:</b> <a href="http://www.aandmfinancialllc.com">www.aandmfinancialllc.com</a></p>	<p><b>Finance Operations Manager:</b> Joshua McNeal IV</p> <p><b>Address:</b> 100 Park Central Plaza; Manassas Park, VA 20111</p>



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**TRANSMITTAL LETTER**

A&M Financial LLC,  
10111 Martin Luther King Jr. Hwy,  
Suite: 119 Bowie, MD 20720

8/3/2023

**Joshua McNeal IV**  
Finance Operations Manager  
100 Park Central Plaza; Manassas Park, VA 20111

**RE: City of Manassas Park Accounting Support Services: Manassas Park City Hall**

Dear Mr. Joshua McNeal IV:

With compliments, A&M Financial LLC will like to present a proposal for providing **Accounting Support Services** as required by the City of Manassas Park. A&M Financial LLC is a SWaM certified well established business, Minority owned, Woman owned accounting and financial management consulting firm, headquartered in Bowie, Maryland. The firm has over 10 years of experiences in successfully providing Accounting Support Services to clients across the United States.

A&M Financial LLC provides professional accounting support that enables businesses and organizations to reach their goals and accomplish their missions. Our accounting operational excellence solutions are uniquely designed, and tailored to the specific needs of our clients. Whether it is full charge accounting, project or supplemental accounting, budgeting, payroll, meaningful reporting, cash flow management, making necessary process improvement recommendations, giving support in the areas of accounts payables or accounts receivables, or any related support, we execute it to perfection. We are driven to help you succeed! We fully understand accounting systems, financial reporting, tax compliance, tax planning, and the needs of organizations of all sizes, and we utilize this knowledge to implement best practices and provide sound advice to our clients.

We adequately understand the scope of the work, and all specifications outlined in the soliciting document. We have competent staff, with advanced experiences in providing you the best accounting support services. Please do not hesitate to get in touch with questions. We look forward to serve!

Sincerely,

Angella Julius, MBA, CFE, BSc  
Project Manager, A&M Financial LLC  
301-237-4369  
[ajulius@aandmfinancialllc.com](mailto:ajulius@aandmfinancialllc.com)



## **SECTION I: GENERAL DESCRIPTION OF SERVICES**

As required, A&M Financial LLC will provide monthly reviews of cash/account analysis, reconciliations, and making necessary process improvement recommendations. We will give support in the areas of accounts payables/accounts receivables, payroll, and financial reporting. Also, we will work directly with the Director of Finance within established policies, procedures, guidelines, and timelines. A&M Financial LLC will help sustain staffing capacity and complete ad hoc projects.

However, the scope of work is nothing new to A&M Financial LLC, our accounting support service team has the expertise in performing all deliverables specified in the RFP document with excellent result. We will also take into consideration the below description of services:

### **Accounts Payable / Accounts Receivable**

A&M Financial LLC will handle all your accounts payables/accounts receivables needs and provide you accurate and timely monthly reports for your review. We will make sure all your invoices are paid on time and ensure the proper management of your receivables.

### **Payroll**

A&M Financial LLC offers payroll services in conjunction with a trusted payroll provider for one basic task: managing your payroll. A&M Financial LLC will help support you with the various data entry and reporting needs in conjunction with your current payroll provider. A&M Financial LLC will support your chosen payroll system with weekly, bimonthly, or monthly payroll reporting, we will work with the payroll provider to set up the schedule to match your current payroll schedule. Be sure to give your employees significant advance notice at least 3 pay periods if you intend to change the schedule. Even the difference between every-other-week and twice a month can disrupt people's budgets without adequate notice.

Our payroll service team will work with your payroll provider to calculate appropriate withholdings, retirement plan contributions, health and other benefits deductions, all based on the rules you have adopted, or we can assist you with establishing and setting them up. We can handle



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full-time payroll services, part-time, temporary, and contract employees, whether salaried or paid by the hour.

As we help you manage payroll, we can also work with your payroll provider to calculate and pay your payroll taxes. This includes federal and state taxes, and can help free up your in-house staff to do more important work. We can also work with your payroll provider to support you with local tax services as well.

Remember, you are responsible for paying all the taxes you owe, including employees' withholdings and your own payroll taxes. Even if the payroll company is handling this process, you are legally responsible for those payments. It pays to double check the provider's work for the first couple of pay periods, just to make sure that they're handling the tax payments correctly.

No matter what payroll system you are utilizing, you have to submit your payroll to your chosen provider each pay period. Understandably, there are significant privacy and security concerns about this information, so it's important to keep it safe. These days, submitting your payroll is almost always done on a computer through a very secure process, to protect your employee and company information. A&M Financial LLC can assist with this entire process to ensure all data is secure and submitted successfully, allowing you to spend time focusing on the areas of your business you excel at.

Our payroll services will help you to establish a solid foundation for growth. You can customize your service package further by adding human resources, accounting/bookkeeping, tax preparation or any other services of choice, we are ready to serve.

### **Financial Reporting**

Our financial reporting package and analytics provide you with comprehensive information to help you make more timely decisions. Our business analytics will help you save money and stay ahead of the competition. These services can include, but not limited to:

- Financial performance management
- Budget analysis



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- Revenue and cash flow analyses
- Expense and cost analyses
- Balance sheet analysis
- Accounts Payable and Accounts Receivable analyses
- Invoicing and billing analysis
- Profit and loss statements
- Create budget and forecasting models

A&M Financial LLC will combine our technical expertise along with a gained understanding of your work to produce financial statements, analyses and projections that can help you manage your business plan and spending. You will be able to make better informed, data-driven decisions utilizing our financial model and other resources.

Having a clear picture of your organization's financial health is a fundamental requirement to respond to today's increasingly stringent financial reporting requirements. We can help you quickly identify liabilities and assets, determine financial ratios and trends analyze and adjust your forecasted amounts, and provide regulatory statements as necessary.

Accurate forecasting for the future is imperative to your organization's success. We make it a point to keep current with market trends and updates so that your business can be prepared for what is to come. Depending on your needs, our work can range from top-level reports to detailed financial models.

### **Audit Preparation**

Audits offer the highest level of assurance to third parties and include in-depth examination and confirmation of account balances, inventories, and selected transactions. A&M Financial LLC can support you and help you prepare for your audits by reviewing your current financials, and ascertaining the validity and reliability of your information.

Whether you need to include full audit preparation for all accounts or just preparation of specific schedules, A&M Financial LLC can meet your audit needs. We create backup schedules to



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substantiate your accounts and review trends and various analytics looking for any deviations or potential issues.

**Audit Planning:** Our audit support professionals will review and identify any transactions or disclosures that do not appear to be in accordance with GAAP, and propose the proper steps to fix those deviations. We will create an audit prep binder comprised of lead sheets for every balance sheet account, plus supporting documentation. Additionally, our team will prepare a summary list of all major contracts in existence for the year under audit and generate a fluctuation analysis of the current and prior year's income statement accounts. Next, our team will generate correcting journal entries to fix any deviations. Lastly, we will complete a disclosure list of all notable issues, and new processes to ensure proper accounting in the future.

Our audit support teams understand the applicable reporting standards for your company, along with the regulatory environment in which you operate. With our prior experience, we know we can meet your audit prep requirements on a timely and cost effective basis. Our services include, but not limited to:

- Financial Statement reviews
- Analysis and review of operational controls
- Financial analysis and documentation assembly for your outside auditors
- Recommendations regarding best practices

Our audit preparation services help you establish a solid foundation for growth; you can customize your service package further by adding other accounting services of choice. We are ready to serve.

### **Accounting & Bookkeeping**

Bookkeeping, also known as “frontline accounting,” is one of the most important elements of a solid reporting foundation. Reports from any accounting system are only as good as the input data. Our experienced staff can process your daily accounting records in an efficient, cost-effective manner. Our holistic approach also includes employee training, to ensure your team is equipped to accurately execute this key component of accounting.





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A&M Financial LLC will take care of your books so you can focus on running your business and generating profits.

Our team can provide the following Accounting and Bookkeeping Services:

- Reconciliation of your accounts, balance sheets, accounts receivable and accounts payable
- Maintenance of fixed assets and depreciation schedules
- Financial reports including balance sheets, cash flow, profit and loss statements, trial balances and statement of activities
- Maintenance of general ledger accounts
- Cash management services
- Assistance with budget forecasting and budget-to-actual variance analysis
- Other customizable services as payroll, tax planning, and tax preparation

The dedicated team at A&M Financial LLC will offers the following solutions to help meet your QuickBooks support needs:

**Personal Training:** We offer full QuickBooks training! Either one-on-one or several individuals within your organization at your company's location.

**Installation:** We install QuickBooks on your stand-alone computer or in a network environment, in either single- or multi-user mode, as well as guide you through all the basic QuickBooks tutorials.

**Setup:** We assist new users with QuickBooks help including initial setup with: Easy Step Interview, Preferences, Lists, Customers, Vendors, Employees, Banking and Reports. We also help experienced users manage their businesses more effectively by improving their current setup.

**Support:** Our QuickBooks support service can assist you with any installation, setup or operation assistance you might need. In addition, our support is not limited just to the software part of it or the QuickBooks tutorials, but we can also provide accounting and payroll assistance.



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**Review:** Our QuickBooks support helps companies that have the human resources to perform daily accounting and payroll tasks, but need an accounting and payroll expert to review your transactions, accounts and reports.

**Customized Reports/Comprehensive Financial Reporting Package:** Our QuickBooks support service can help you develop customized reports to meet your business needs. We can develop a customized and comprehensive financial reporting package that our team will review with each business owner and executive management team monthly providing you with the tools and information you need to successfully grow your business. This reporting package will incorporate metrics to measure and track your actual performance to your company's short-term and long-term goals.

Our accounting supports services help you establish a solid foundation for growth; you can customize your service package further by adding other accounting services of choice. We are ready to serve.

## SECTION II: QUALIFICATIONS AND EXPERIENCE

### **The A&M Financial LLC: Overview | History | Qualifications | Services**

The A&M Financial LLC is a SWaM certified small business, Minority owned, Woman owned accounting, financial and management consulting firm. A&M Financial LLC delivers expert, objective insights, a tailored approach to help achieve business objectives. A&M Financial LLC is an independent firm with an entrepreneurial mindset. The Executives have over two decade of experience specializing in Full-Cycle accounting including Revenue Recognition, Month-end close, PBC preparations, Month-end close, Risk Management, Implementation (ASC 606-Revenue Recognition, ASC 842-Lease accounting) of Internal Control, Performance, and Technology. A&M Financial LLC comprises of leadership who are professionals working with Government contractors, privately recognized companies, Stated, and Federal level. The company has thorough experience in Financial compliance and other complimenting subject areas. A&M Financial LLC prides itself with value driven delivery provided by experienced teams who tackle complex and strategic issues while focusing on pragmatic and value-added solutions topped with international experience.

A&M Financial LLC specializes in the following job functions:

- Government Contractor (PAE, Lockheed, and Talon)
- Audit Preparation (PBC, Internal audits)
- Budget planning and forecast analysis
- Financial Reporting and Financial Analysis
- Accounts Payable, including invoicing
- Audit coordination, including Audit Readiness and Resolutions
- Annual account Analysis (MTM, YOY, and YTD vs. Budget and Forecast)
- Billing and Collection
- Revenue Recognition
- Payroll
- Account Payable Support and Cost Recovery
- Business Intelligence and Data Analytics



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- Contract Review Compliance
- IT Support Services
- Performance Improvement/ Policy Support
- Procurement / Supply Chain
- Program Management, Operations and Maintenance Support
- Risk, Audit Compliance Audit
- Third Party (Vendor) Risk Management

### **Business Profile**

- Women Business Enterprise
- Minority Business Enterprise
- Small Business Focus
- SWaM Certification
- Cage: 8R7N3
- DUNS # 051938034
- EIN: 85-2168481

### **Our Qualifications and Differentiators**

- **Individualized** approach for clients.
- **Commitment** to uncompromising quality with hands-on approach
- **Honesty**, respect, ethics and integrity are the core values of A&M Financial LLC
- **Teamwork**, partnership, service and quality in coordination of our efforts within our firm and in our interaction with clients
- **Culture** – ensuring culture fit.

### **Our Success**

A&M Financial LLC is a consulting firm that delivers expert, objective insights, a tailored approach and unparalleled collaboration to help leaders. Our consulting solutions span critical business areas in finance, operations, governance, business processes, compliance reviews, internal audit and procurement services. A&M Financial LLC helps enterprises achieve long-term, sustainable results through proven, and effective change management practices. We drive our



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project management recovery plan through meticulous planning, collaborative ownership, and well-defined tools and methodologies that are integrated into your transformation program.

### **Qualifications of Staff**

The Executives have over 80 years of experience specializing in Full-Cycle accounting support services. A&M Financial LLC staff provide full-service accounting solution from the consistent delivery of best practices, to the ability to efficiently build the financial controls necessary for your business growth with access to the right talent. We can help you move closer to achieving your goals with accurate record-keeping and reporting as well as support on financial issues such as initial accounting system setup, cost-containment, investments, and employee benefit and profit-sharing plans.

A&M Financial LLC comprises of leadership who are professionals working with Government contractors, privately recognized companies, Stated, and Federal level. The company has thorough experience in financial compliance and other complimenting subject areas. A&M Financial LLC prides itself with value driven delivery provided by experienced teams who tackle complex and strategic issues while focusing on pragmatic and value-added solutions topped with international experience. We will provide you with a fully staffed accounting department, allowing you the expertise of an entire team that performs all of the daily, monthly and yearly transactions. This team is your dedicated accounting department and can work remotely or onsite, depending on your preference. The size, levels and experience of the team are hand selected to ensure our solution is cost effective, while providing you with an excellent level of service. The positions we would staff will include, but are not limited to:

- Chief Financial Officer (CFO)
- Controller
- Accounting Manager
- Finance Analyst
- Staff Accountant
- Full Charge Bookkeeper
- Payroll Specialist



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## CONCISE RESUMES FOR ASSIGNED STAFF

### Project Manager / Chief Financial Officer (CFO)

#### Angella Julius, MBA, CFE, B.Sc.

Miss Angella Julius is the Chief Financial Officer (CFO) at A&M Financial LLC, and also serves as the Project Manager. She all financial services for our clients, and play major role in cashing cash flow, financial planning, analyzing financial strengths and weakness and proposing strategic directions. Angella has over 10 years of government contracting experience with organizations' like Lockheed Martin, Pacific Architecture Engineer, and Talon as well as Non-Profit Accounting as well. Angella experience range over 18 years of full-cycle accounting experience. Angella also has a double bachelor's degree in Accounting and Finance, as well as a double Master of Business Administration in Forensic Accounting, and Finance. Angella also oversaw ASC 606 Revenue from Contracts with Customers, streamlined the month-end close process from 20 days to 5 with ARC. There, Angella implemented the Blackline reconciliation tool for all reconciliation including Bank reconciliations. She implemented the ASC 842 Leases accounting standards while serving as a Controller at Airlines Reporting Corporation (ARC) \$136M. Angella has extensive experience with the Big Four. She serves as a Manager of Accounting Advisory Services at E&Y. She also has technical expertise working with PCAOB, SEC reporting, IFRS and GAAP accounting.

Angella Expertise includes Internal Audit, SOX testing, General ledger accounting systems, implementing of new systems, SEC reporting, financial reporting and facilitates Year-end Audit for Lockheed Martin, Airlines Reporting Corporation, Pacific Architecture Engineer, American Enterprise Institute and Department of Employment Services. She possesses an in-depth knowledge of DCAA, FAR and Cost Accounting. She is a hands-on leader who places a high value on collaborating cross functionally with internal partners and focuses on continuous learning and people development. She perfected the Audit process, Month-end close, Streamline the reconciliation process by implementing Blackline system at ARC, and served as a Project Manager on the Order-to-Cash process, which eliminated the ongoing issues surrounding Bad-debt aging. Angella will serve as a Primary Consultant on this engagement



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### **Technical Skills and Software**

Microsoft office (Excel, Word, PowerPoint, Access), Reporting tool (Workday, General Dynamic, FRX, Office Connect), RFP Tool (QuickBooks, Microsoft Great plains 15, People Soft, SAP, Solomon, Deltek, Office 365, Procas), Sales Force, SAP Concur, Blackline, Craddle, Blackbaud, Resi Q, PIEE, WAWF, ADP, Livelink, Pivot Tables, Vlookups, Micro's.

### **Controller**

#### **Sarah Wu, CPA MBA**

A Controller with over two decades of experience in full cycle accounting, financial reporting, financial consolidation, process improvement, audit readiness, audit compliance, corporate and deferral taxes. She is responsible to run our day-day accounting and financial standings including accounts receivable, accounts payable, inventory and payroll, etc.

- Experienced professional leading digital finance transformation at mid-size and Fortune 500 companies.
- A Financial Analyst at A&M Financial LLC with strong change agent to solve problems and improve financial performance through process reengineering & implementation of new technology.
- Motivated by a relentless focus on driving efficiency and gaining financial insight through data. As a leader, building high performing teams, integrating current and future state technology stack and maximizing business processes with automation are counted on as her greatest strengths.

#### ***Functional Experience:***

- Financial Planning and Analysis
- Financial Reporting and Consolidation
- Month and Year End Closing Cycle
- Implementation – Oracle, SAP, MS Great Plains, Workday Adaptive Planning, Blackline, Concur



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- Financial System Integration – On Premise to On Premise, Cloud to On Premise

**Industry Experience:** Energy | Telecommunication | Newspaper and Media | Industrial Markets | Travel and Tourism | Defense Contractor | Government

## Accounting Manager

### Philip Glazier, CPA, MBA

Philip Myers is Accounting Manager at A&M Financial LLC. Philip is a CPA with over 14 years of progressive experience in analyzing and mitigating risks, maintaining SOX compliance, consolidations, accounting policy, financial and regulatory reporting, GL accounting, financial planning and analysis, stock plan, retirement plan administration and reporting.

Prior to that, Phillip has an extensive experience maintaining and enhancing operating platforms, working with application development team to integrate new applications into most networks. His experiences include collaborating with the Technical accounting and Project Managers to work out the details involved with developing and implementing new RFP and network segments. Philip also specialize in providing support to the executive staff for internal/external network issues and computing challenges as well, specifically surrounding Internal Use Software for Capitalized Developed projects.

## Financial Analyst

### PALISIA ZAKEYA STALLWORTH, MBA, BS.C.

Palisia is the Financial Analyst for A&M Financial LLC. Palisia is a proven financial systems technology leader with experience establishing, delivering, and maintaining financial systems for government contractors, for-profit, and non-profit enterprises. Palisia is also an expert in understanding data analysis, data migrations, financial reporting, accounting systems implementation, as well as accounting day-to-day operations. Palisia has over 10 years of





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experience as a consultant, product director, and systems administrator of ERP applications. Palisia leverages a strong background in technology, systems implementation, and people management to solve issues and deliver accounting application solutions spanning procure to pay, order to cash, Concur, Lease accounting, reconciliations, month-end close, and much more.

## **Staff Accountant**

### **Montgomery Nkosi**

Montgomery is a Staff Accountant with A&M Financial LLC. He has 22 years of professional services experience in accounting, auditing, and consulting. He served several multinational SEC registrants and private companies in various industries. He has advanced knowledge of complex accounting and technical matters including accounting pronouncements such as ASC 606, Revenue from Contracts with Customers, and ASC 842 Leases. Montgomery successfully led the evaluation of our billing and bank reconciliation process, which required a labor-intensive manual calculation for many reconciliations.

Prior to joining A&M Financial LLC, Montgomery was an Accountant for the Human Rights Campaign. In his role at Human Rights Campaign, he actively monitored and evaluated the ASC 606 implementation process for public and private company clients, including preparation of technical whitepapers and assisting the client with the SEC comment letter and response process related to financial audit, reconciliation, deferred compensation calculations and more. He revamped their bank reconciliation process and assisted with the month-end and year-end closing process. His specialty is assisting with yearly audit, while managing complex schedules like Capital/Operating leases and processing the daily bank reporting deposits.



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## **Full Charge Bookkeeper**

### **Arrah Asam-Obi, MBA**

Arrah is a Full Charge Bookkeeper at A&M Financial LLC, she is a result Oriented Professional, providing stewardship in all aspects of financial operations. She is dedicated to leadership and being a great team player. She has 8 years of accounting experience. She is performance and deadline focus while committing to ethical financial practices. She is also responsible for the day-to-day functions including Journal entries, account analysis, accounts reconciliations, and more.

## **Payroll Specialist**

### **Maxine Lucas**

Maxine is a Payroll Specialist at A&M Financial LLC. Maxine is a results oriented individual over 10 years' experience with multi-company accounting. Maxine has diversified experience that includes banking, non-profit and for-profit companies. Skilled in payroll, accounts payable, accounts receivable, and facility operations.

Maxine skills-set includes the following:

- Excellent time management skills
- Effective communications skills both written and oral
- Demonstrated ability to be self-directed
- Effective leadership skills
- Proficient in all Microsoft Office Products
- Working knowledge of all banking operations



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## **PREVIOUS WORK HISTORY:**

A&M Financial LLC have serviced a variety of clients across the United States. Listed below are some of the few clients we have serviced:

1. Lockheed Martin Corporation is a federal Government contracting organization, headquartered in Maryland. *Lockheed Martin is a \$138B company.*

**Work Performed:** We worked on financial consolidation, intercompany process improvement.

**Price Annually:** \$35,000

**Contract Start date**– 06/2010-06/2019.

2. Talon Veteran Services Inc. (DBA Far Group, Inc.). Talon is a Federal Government Contracting company, that specialize in construction support services for the department of defense, commercial and residential high-rise, mining and resources industry infrastructure projects, industrial, sporting, health, government, retail, education, hotel and club, tourism, civil works and modular construction, particularly student and resource sector accommodation. Talon Veteran Services Inc. *revenue size: \$5M.*

**Work Perform:** Work as Financial controller on budget, financial reporting, month-end close, system implementation, Risk management, internal controls and more.

**Price Annually:** \$105,000

**Contract Start date:** 9/2022-01/2023.

3. Quiah Group, Inc. Consulting firm that delivers expert, objective insights, a tailored approach and unparalleled collaboration to help leaders. Our consulting solutions spans critical business areas in finance, operations, governance, business process, compliance reviews, internal audit and procurement services. *Quiah Group, Inc. is \$200K revenue company.*

**Work Perform:** When helped the organization set-up strategic goals and process improvements. We work with them with the following: management goals, financial goals, compliance with the IRS non-profit accounting, manage their yearly budget and set streamline the company KPI's.



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Price Annually: \$68,000

Contract Start date: 08/2018-Present.

4. Holy Church of Jesus Christ Global Ministries Inc. is a Non-Profit Church located in Silver Spring, MD. Holy Church of Jesus Christ Global Ministries revenue is \$350K.

Worked perform: We continue to work on the management restructure, filing their 990 PF tax returns years' filings for years 2019, 2020, 2021 and 2022. We work as a liaison between their executive management providing them with strategic goals and better the organization growth.

Price Annually: \$45,000

Contract Start date: 06/2020-Current.



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## REFERENCES

As part of the requirement for this request for proposal, the following references are provided. These are the references for whom A&M Financial LLC and the key personnel have provided services to within the past five (5) years. The date(s) the service was provided, the business name, address, and the name and the telephone number of the contract administrator are provided below:

Service Dates (s)	Business Name	Contact	Address	Email	Phone Number
2020-Present	Holy Church of Jesus Christ Global Ministries Inc.	Pastor James P. Sango	1550 Stewart Lane, Silverspring, MD, 20903	<a href="mailto:sarbohsango@gmail.com">sarbohsango@gmail.com</a>	240-271-4082
2010-2019	Lockheed Martin Corporation	Jade Sam Fowler	6801 Rockledge Drive, Bethesda, MD, 2018	<a href="mailto:fide@yahoo.com">fide@yahoo.com</a>	240-245-6162
2018-Present	The Quiah Group	Rosetta Quiah	1805 Monument Ave, Suite 600, Richmond, Va, 23220	<a href="mailto:rquiah@quiahgroup.com">rquiah@quiahgroup.com</a>	202-427-5998
2020-Present	The Close Up	Montgomery Nkosi	671 N. Glebe road, Suite: 900, Arlington, Va, 22203	<a href="mailto:mnkosi@closeup.org">mnkosi@closeup.org</a>	571-260-8623
2019-Present	Reliant Care Solutions	Sieh John Stem	403 X Oxford Valley Rd, Fairless Hills, MD, 19030	<a href="mailto:relinatcaresolutions@gmail.com">relinatcaresolutions@gmail.com</a>	202-253-7043
2022-2023	Talon Vetern Services	Victor Johnson	2200 Saranac Street, Adelphi, MD, 20783	<a href="mailto:victorjohnson2211@gmail.com">victorjohnson2211@gmail.com</a>	443-515-9784



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**D. SECTION III: COST**

Our pricing are based on all services to be provided; however, we are open to negotiation, and willing to work within your budget. I can assure you that selecting A&M Financial LLC will be your best option, because we will provide you with high standard accounting support services at a reasonable cost.

<b>Deliverables / Scope Of Work</b>	<b>Total Cost for providing the required Accounting Support Services for 12 months = 68,158.07</b>
Performs daily cash recording and all related account analysis, reconciliations, and verifications	✓
Generates final monthly financial statements	✓
Performs due diligence and reviews balance sheet accounts for any unusual balances.	✓
Identifies and researches logs and documents and works with the finance staff to resolve any financial issues	✓
Execute any necessary journal entries	✓
Supports the Accounts Payables Division, Accounts Receivables Division, and HR/Payroll Division with financial analysis support as needed and notifies them when processed transactions, including errors	✓
Support the coordination of the annual audit and preparation of PBCs (Prepared by Clients' Schedules)	✓
Supports the preparation and maintenance of various financial reports, budget documents, reports, and statements	✓
Ensures compliance with all established standards, policies, and procedures, as well as the City's codes and ordinances	✓
Compiles data for audit information requests	✓
Assists with the development of standards of operating procedures	✓
Perform capital asset analysis, including capital leases	✓
Performs analysis of delinquent tax and utility accounts	✓
Provide cash/revenue account review support to the Treasurer's Office to ensure completeness and accuracy of general ledger account coding and recording	✓



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Debt / Lease / Subscription-Based Information Technology Arrangements (SBITA) management	✓
New GASB Statement implementation (SBITA, leave tracking, etc.)	✓
Benefit management	✓
Grant reporting and compliance management	✓
Budget vs. actual variance analysis	✓
Other post-employment benefits (OPEB)/ retirement data gathering and actuarial valuation analysis	✓
Cost allocation data gathering and analysis, and	✓
Any other management discussion analysis for year-end reporting and submission	✓
Other accounting/bookkeeping duties as needed	✓

	Number of hours per month	Hourly rate	Monthly Total	Yearly Total
Chief Financial Officer (CFO)	24 hrs	48.97	1,175.28	14,103.36
Controller	24 hrs	40.95	982.80	11,793.60
Accounting Manager	24 hrs	34.01	816.24	9,794.88
Finance Analyst	24 hrs	37.03	888.72	10,664.64
Staff Accountant	24 hrs	24.75	594.00	7,128.00
Full Charge Bookkeeper	24 hrs	24.71	593.04	7,116.48
Payroll Specialist	24 hrs	26.24	629.76	7,557.12
<b>Grand Monthly Total =5,679.84</b>				
<b>Grand Yearly Total =68,158.07</b>				

**CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION**

**Agenda Item 11g**

**REQUESTING DEPARTMENT:** Parks and Recreation

**MEETING DATE:** December 12, 2023

**SUBJECT/TOPIC:** Manassas Park City Library – Internet and Computer Use Policy

**BACKGROUND:**

The Manassas Park City Library will require a policy amendment in order to provide effective library services.

**Changes include:**

Removed patrons’ ability to request unfiltered internet access due to the filtering software not allowing library staff to accommodate this request. This is essentially a request to remove this policy from the Library’s policy manual due to our current IT configuration. IT can support unfiltered access on a case by case basis but our configuration does not allow baseline universal unfiltered access.


Added the ability for patrons to report content that is blocked in error so that IT can investigate and allow access if applicable. This improves customer experience and allows IT to remedy blocked sites in errant.

The Library Advisory Board reviewed and agreed with the attached policy changes. Library staff has also coordinated with IT staff and both are in concurrence with these proposed changes.

<b>FINANCIAL IMPACT:</b> <b>Total:</b> None	Budgeted:	N/A
	Amount Budgeted:	N/A
	Amount Spent:	N/A
	Amount Requested:	N/A
	Budget Line Item:	N/A

**STAFF RECOMMENDATION:**

That the Governing Body approves additions and changes to the Internet and Computer Use Policy (13.1), as presented and subject to final City Attorney review.

<b>CITY MANAGER APPROVAL:</b> Approved: <input checked="" type="checkbox"/> Not Approved: <input type="checkbox"/>	 _____ Keith Nguyen, Acting City Manager
<b>CITY ATTORNEY APPROVAL:</b> Required: <input type="checkbox"/> Not Required: <input type="checkbox"/>	_____ Dean H. Crowhurst

**ATTACHMENTS:**

1. Library Internet and Computer Use Policy





Manassas Park City Library

# Library Policies

Updates – December 2023 – 13.1 Internet and Computer Use - Summary

## 13.0 Internet and Computer Use

### 13.1 Summary

As part of its mission to be the community's information center, Manassas Park City Library provides free access to essential digital public services. By doing so, the Library supports the American Library Association's ("ALA") assertion that "[l]ibraries empower users by offering opportunities both for accessing the broadest range of information created by others and for creating and sharing information. Digital resources enhance the ability of libraries to fulfill this responsibility." (Addendum G)

Essential digital public services provided by the Library include access to computers, the Internet, and basic software. In addition, the Library provides an unsecured wireless network for patron use with their personal devices.

All patrons are permitted to use Library computers to access the Internet. In accordance with Virginia Code §42.1-36.1 (Addendum H), Manassas Park City Library employs commercial filtering software and/or parental controls to block the display of illegal material and material that is potentially harmful to children on Library computers and mobile devices. However, no filtering software or control is completely effective. It may inadvertently allow access to content intended to be blocked and, conversely, it may block unobjectionable content. ~~Persons 18 years of age or older may request unfiltered Internet access for bona fide research or other lawful purposes. If a patron believes that content was blocked in error, they should inform library staff so that it can be investigated and allowed if applicable.~~

Parents or guardians -- not the Library and its staff -- are responsible for the information selected and the sites visited on the Internet by their children and for supervising their children's Internet use on Library-owned computers and devices, as well as on personal devices used in the Library.

This policy supports the ALA's Intellectual Freedom statements, including The Library Bill of Rights (Addendum B), and Access to Digital Information, Services, and Networks (Addendum G).

**Adopted 4/14/2020**

**Updated 9/20/2022**