



**BOARD OF SUPERVISORS
AUDIT AND FINANCE COMMITTEE**

**MARCH 6, 2018 @ 11:30 AM
BOARD CONFERENCE ROOM
(INSIDE THE BOARD MEETING ROOM)
GOOCHLAND COUNTY ADMINISTRATION BUILDING
1800 SANDY HOOK RD., GOOCHLAND, VA 23063**

- I. CALL TO ORDER
- II. APPROVAL OF MINUTES FROM NOVEMBER 28, 2017
- III. GENERAL FUND FY2018 SECOND QUARTER RESULTS AND APPROVAL OF BUDGET SUPPLEMENT
- IV. AUDIT CONTRACT
- V. NEW FINANCIAL SYSTEM DISCUSSION
- VI. UPCOMING MEETING; MAY
- VII. OTHER BUSINESS
- VIII. PUBLIC COMMENT
- IX. ADJOURNMENT

Goochland County
Audit and Finance Committee Meeting
November 28, 2017 @ 1:30 PM
Administration Building
1800 Sandy Hook Road, Goochland VA 23063
Board Conference Room

The Goochland County Audit Committee meeting was held on November 28th at 1:30 PM in the Board Conference Room. Present were:

District 1 Supervisor Susan Lascolette, Jr., Chairman Audit Committee
District 5 Supervisor Ken Peterson, Vice Chairman Audit Committee
District 2 Supervisor Manuel Alvarez
County Administrator John Budesky
Director of Financial Services Barbara Horlacher
Assistant Director of Financial Services Kathleen Smith
School Finance Director Debbie White
Treasurer Pamela Johnson
PB Mares Mike Garber
Citizen

Voting members were Ms. Lascolette, Mr. Alvarez, Mr. Peterson, Mr. Budesky, and Mrs. Horlacher.

- I. Ms. Lascolette called the meeting to order. A determination of quorum was made as 5 voting members were present.
- II. Mr. Alvarez moved to approve the minutes to the meeting held on September 5th, 2017. Mr. Peterson seconded, and the motion passed on unanimous vote.
- III. Mr. Garber of PB Mares presented the June 30, 2017 (FY2017) Comprehensive Annual Financial Report (CAFR) results:
 - No finding for FY2017
 - Unmodified opinions throughout the report; Financial Statements, Internal Controls, Compliance, and Single Audit, which includes the School Board
 - All work completed, and reporting will be submitted over the next weeks
 - Significant accounting policy adopted this year GASB 77 regarding Tax Abatement disclosures
 - No audit adjustments
 - The county is a high risk Single Audit auditee, must go two years clean before no longer considered high risk, FY2017 is year one
 - No disagreements with Management
 - Implemented the GASB statement regarding VRS retirement two years ago pulling the liability into our balance sheet, will be doing the same thing for Other Post-Employment Benefits (OPEB) FY2018

Mrs. Horlacher recognized and thanked Social Services for their hard work.

- IV. Ms. Lascolette introduced the next item on agenda; the FY2017 year-end results and approval of uses of general fund balance. Mrs. Horlacher explained that Finance would present the results to the Audit Committee prior to submitting to the Board of Supervisors at the regularly scheduled meeting.
- Noted a new category in the Fund Balance call “Committed”, which is the only major change since September

Mr. Alvarez moved to approve the assigned use of fund balance and recommend the Board adopt, Mr. Peterson seconded, and the motion passed on unanimous vote.

- V. Mrs. Horlacher presented the 1st quarter FY2018 projections as positive with revenue estimated at \$2 million over budget, primarily due to Bank Stock tax, Personal Property taxes, and Building Permit fees; and current expenditure projections are under budget.
- Mr. Budesky added it is early in the year
 - 2nd quarter FY2018 will be presented at the February/March 2018 meeting along with the new audit contract
- VI. Upcoming Meeting
- The next meeting will be in February or March
- VII. Mrs. Horlacher presented new business; Goochland County received the Distinguished Budget Presentation Award for FY2018.
- Mr. Peterson asked about the Schools
 - Mrs. White explained that Schools has their own document and are under new rules this year
- VIII. Ms. Lascolette adjourned the meeting.



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**SCHEDULED
 ACTION ITEM**

(ID # 2667)

**FY2018 SECOND QUARTER GENERAL FUND PROJECTION AND
 FY18 BUDGET AMENDMENTS**

✓ Vote Record - Action Item 2667							
<input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Defeated <input type="checkbox"/> Tabled <input type="checkbox"/> Withdrawn <input type="checkbox"/> Recommended for Approval <input type="checkbox"/> Recommended for Denial <input type="checkbox"/> Recommended for Approval as Amended <input type="checkbox"/> Deferred <input type="checkbox"/> Consensus of the Board <input type="checkbox"/> Approved <input type="checkbox"/> Tabled by Consensus <input type="checkbox"/> Approved as Amended <input type="checkbox"/> Recusal <input type="checkbox"/> Strike			Yes/Aye	No/Nay	Abstain	Absent	
	Susan Lascolette			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ned Creasey			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Manuel Alvarez			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Robert Minnick			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ken Peterson			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strat Goal 1	Efficient, effective, and transparent government; emphasis on customer service excellence	X
Strat Goal 2	Balanced development that contributes to the welfare of the community and preserves its rural character	
Strat Goal 3	Excellence in Financial Management	X
Strat Goal 4	High Quality Core Services including Education, Public Safety, and Community Health	
Strat Goal 5	Positive Work Environment with a Highly Qualified, Diverse Workforce	

Board Action Requested

The Board is to receive information on the General Fund second quarter projections. Based on this information, the Board is requested to amend the FY2018 General Fund budget.

Summary of Information

The County's Operating Budget Policies call for a quarterly update of general fund revenues and expenditures to be provided to the Board and the public. Attached is a projection/estimate of FY2018 general fund expenditures, with categorical subtotals, along with an estimate of revenues to be received during the fiscal year.

Revenues are estimated to exceed the budget by approximately \$2.5 million primarily due to higher than budgeted bank stock tax, personal property tax, interest revenue, and building permit fees.

Overall, revenues are projected to exceed operating expenditures by approximately \$3.3 million. Transfers out to other funds are estimated to be \$3.3 million. Third quarter results will be presented in May 2018.

Currently, staff requests a budget supplement for the Parks and Recreation department. Instructor services are expected to exceed the budget by \$40,000. This request is

Action Item
supported with a \$40,000 increase in recreation fees.

Meeting of March 6, 2018

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John A. Budesky

John A. Budesky, County Administrator

3/1/2018

ATTACHMENTS:

- FY18 2nd quarter (PDF)

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County of Goochland, Virginia

General Fund
FY18 Second Quarter Projections

Year Ended June 30, 2018

	Adopted Budget	Final Budget	Year-End Projected	Variance with Final Budget - Positive (Negative)
REVENUES				
Total revenues	\$ 50,133,957	\$ 50,383,929	\$ 52,800,000	\$ 2,416,071
EXPENDITURES				
Current:				
General government administration	5,179,344	5,073,344	5,000,000	73,344
Judicial administration	1,642,525	1,665,425	1,640,000	25,425
Public safety	10,115,703	10,189,775	9,200,000	989,775
General services	2,343,317	2,364,317	2,100,000	264,317
Health and welfare	3,725,194	3,725,194	3,200,000	525,194
Education	21,830,000	22,209,000	22,209,000	-
Parks and recreation	882,287	886,087	886,000	87
Community development	1,558,739	1,863,969	1,700,000	163,969
Debt service:				
Principal retirement	2,800,000	2,800,000	2,800,000	-
Interest and other fiscal charges	710,848	710,848	710,848	-
Total expenditures	50,787,957	51,487,959	49,445,848	2,042,111
Excess (deficiency) of revenues over (under) expenditures	(654,000)	(1,104,030)	3,354,152	4,458,182
OTHER FINANCING SOURCES (USES)				
Total transfers net	(2,551,000)	(3,293,000)	(3,293,000)	-
Net change in fund balance	(3,205,000)	(4,397,030)	61,152	4,458,182
Fund balance - beginning	-	34,458,838	34,458,838	-
Fund balance - ending	\$ (3,205,000)	\$ 30,061,808	\$ 34,519,990	\$ 4,458,182



Board of Supervisors

1800 Sandy Hook Road
Goochland, VA 23063

Meeting: 03/06/18 03:00 PM
Department: Finance
Category: Agreements, Contracts, Lease, Procurement
Prepared By: Wanda Torney

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**SCHEDULED
ACTION ITEM**

Department Head: Wanda Torney

(ID # 2675)

**AUTHORIZATION FOR COUNTY ADMINISTRATOR TO EXECUTE A
CONTRACT FOR AUDITING SERVICES**

✓ Vote Record - Action Item 2675							
<input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Defeated <input type="checkbox"/> Tabled <input type="checkbox"/> Withdrawn <input type="checkbox"/> Recommended for Approval <input type="checkbox"/> Recommended for Denial <input type="checkbox"/> Recommended for Approval as Am <input type="checkbox"/> Deferred <input type="checkbox"/> Consensus of the Board <input type="checkbox"/> Approved <input type="checkbox"/> Tabled by Consensus <input type="checkbox"/> Approved as Amended <input type="checkbox"/> Recusal <input type="checkbox"/> Strike			Yes/Aye	No/Nay	Abstain	Absent	
	Susan Lascolette			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ned Creasey			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Manuel Alvarez			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Robert Minnick			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ken Peterson			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strat Goal 1	Efficient, effective, and transparent government; emphasis on customer service excellence	X
Strat Goal 2	Balanced development that contributes to the welfare of the community and preserves its rural character	
Strat Goal 3	Excellence in Financial Management	
Strat Goal 4	High Quality Core Services including Education, Public Safety, and Community Health	
Strat Goal 5	Positive Work Environment with a Highly Qualified, Diverse Workforce	

Board Action Requested

The Board is requested to authorize the County Administrator to execute the attached contract for a three (3) year term with PBMares for professional auditing services.

Summary of Information

County Administration, along with the Schools Administration, Community Services and the Department of Social Services issued a Request for Proposals (RFP) in January for external Auditing services.

The County received three (3) proposals which were evaluated and ranked by an evaluation committee. The evaluation committee members were Barbara Horlacher, Kimberly Jefferson, Pam Duncan, Susan Bergquist and Debbie White with oversight from Purchasing.

The committee determined that all three (3) offerors should be interviewed. After interviews it was determined that PBMares ranked the highest and should be awarded the contract.

The contract price can be accommodated within the FY2019 budget. The cost for the County and Community Services audits were negotiated which resulted in secured contract prices for the next three (3) years which are at lower rates than current trends.

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Action Item

Meeting of March 6, 2018

Staff requests that the Board of Supervisors authorize the County Administrator to execute the attached audit services contract with PBMares LLC which has been approved as to form by the County Attorney.

Tara A. McGee

Tara A. McGee, County Attorney

2/27/2018

John A. Budesky

John A. Budesky, County Administrator

2/28/2018

ATTACHMENTS:

- PBMARES (PDF)

GOOCHLAND COUNTY



Contract For

**Professional Services between
Goochland County**

and

PBMares, LLP

for

Auditing Services

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THIS CONTRACT is made this ____ day of March 2018, between PBMares, LLP (Contractor) and **Goochland County, Virginia** (County).

WHEREAS, County requires professional external auditing services; and

WHEREAS, Contractor is engaged in the business of providing these professional services and has been selected by County in response to its Request for Proposals (RFP) # 2018-08 Auditing Services, dated January 08, 2018, as the firm to perform the Work specified therein.

NOW, THEREFORE, for the valuable consideration specified, the receipt and sufficiency of which is hereby acknowledged, County and Contractor hereby agree as follows:

1. **APPLICABLE LAW.** This Contract and the services provided will be governed in all respects by the laws of the Commonwealth of Virginia, except its choice of law provisions. Venue for any litigation arising out of this Contract will be brought in the courts of Goochland County, Virginia. Contractor shall comply with all applicable federal, state, and local laws and regulations.
2. **APPROPRIATIONS.** County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for this purpose through appropriation by the Board of Supervisors.
3. **ARBITRATION.** It is expressly agreed that nothing under this Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents.
4. **AUDIT.** Contractor agrees to retain all books, records and other documents related to Contractor's performance of this Contract for at least three years after final payment. County or its authorized agents shall, upon reasonable advance written notice and during normal business hours, have full access to and the right to examine any of the above documents during this period.
5. **CONFIDENTIALITY.** In the course of performance, the parties recognize that Contractor may come in contact with or become familiar with information which County may, within the law, consider confidential. This information includes, but is not limited to, information pertaining to personal information of personnel, citizens, or clients. Contractor shall keep all such information confidential in accordance with state and federal laws and regulations or to fulfill professional standards and obligations (including the disclosures specified by American Institute of Certified Public Accounts Rule 301).
6. **CONTRACT AMOUNT.** Contractor shall be paid for its services as stated in the Contract Documents. The agreed upon contract amount for FY2018 audit will be:

Goochland County, School Board and Department of Social Services	\$ 71,000
Goochland County Community Services	\$ 15,500

FY2019 and FY2020 shall be as listed in the Exhibit B.



Fee increases for future years will be limited to the lesser of the Consumer Price Index for All Urban Consumers average for this region for the most recent 12-month period, or three percent (3%), unless otherwise approved by the County Administrator.

7. CONTRACT DOCUMENTS. The Contract Documents shall consist of this Contract, the Request for Proposals (RFP) attached as Exhibit A, all special conditions, all supplemental conditions, any addenda to any of these documents, and the proposal submitted by Contractor dated January 25, 2018, attached as Exhibit B. If there is a conflict between any documents, then the order of precedence will be as listed herein. The Contract Documents constitute the entire and exclusive agreement between the parties and supersede any and all prior communications, discussions, negotiations, understandings, and agreements.

year ending June 30, 2018, and may be renewed for two (2) one (1) year renewal terms subject to the annual review and recommendation of the Director of Financial Services, the satisfactory negotiation of terms, including a price acceptable to both the County and the Contractor and the annual availability of an appropriation. The Contract shall be subject to termination for cause or convenience by the County, without penalty, with written notice thirty (30) days prior to effective date. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding tasks issued prior to the effective date of cancellation.

9. DESIGNATED PERSONNEL. County shall, throughout the term of this Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If County reasonably rejects staff or subcontractors, then Contractor shall provide replacement staff or subcontractors satisfactory to County in a timely manner and at no additional cost to County. The day-to-day supervision and control of Contractor's employees shall be solely the responsibility of Contractor. In performing under this Contract, Contractor shall employ people reasonably proficient and enforce strict discipline and good order among them.

10. ELECTRONIC RECORD. The parties agree that this Contract can be executed through an electronic signature, and that an electronic record of this Contract is as valid and enforceable as an original.

11. ETHICS IN PUBLIC CONTRACTING. This Contract incorporates by reference any applicable state or federal law related to ethics, conflicts of interest, or bribery, including the Virginia Conflicts of Interest Act, the Virginia Governmental Frauds Act, and the Virginia Code. Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this solicitation, and that it has not conferred on any public employee having official responsibility for this solicitation any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

12. FORCE MAJEURE. Unless otherwise specified in the Contract, neither Contractor nor County will be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or force majeure which are beyond the control of Contractor or County and which make performance impossible or illegal.

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13. GOOCHLAND COUNTY TAXES. Contractor shall pay all County taxes when due. County may offset the amounts of any County taxes which are due and owing against sums otherwise due to Contractor by paying such amounts to the County Treasurer on Contractor's behalf.

14. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Contractor shall not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

15. INDEMNIFICATION. Contractor shall hold harmless and indemnify County and all of its officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, actions, or reasonable costs (including court costs and attorney's fees), resulting from or arising out of its work required by the Contract Documents, including, but not limited to, the negligence, gross negligence, or willful misconduct of Contractor's employees or agents.

16. INSURANCE. Contractor shall, by a date to be established by County, purchase and maintain, at its own expense, from a company(ies) authorized to do business in the Commonwealth of Virginia, insurance policies with the following types of coverages and minimum limits of liability, protecting from claims which may arise out of or result from Contractor's performance under this Contract, and also covering anyone directly or indirectly employed by Contractor or for whose acts it may be liable, with respect to the performance hereunder:

- A. Comprehensive General Liability, including Premises and Operations, with limits of \$1,000,000 per occurrence / \$2,000,000 Total Bodily Injury (including death)
\$1,000,000 per occurrence / \$2,000,000 Total Property Damage
- B. Comprehensive Automobile Liability with limits of \$1,000,000 per occurrence / \$2,000,000 Total Bodily Injury (including death)
\$1,000,000 per occurrence / \$2,000,000 Total Property Damage
- C. Employer's Liability for Participants not covered by workers' compensation insurance in an amount not less than \$100,000.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. If Contractor's professional liability coverage is on a "claims-made" basis, then Contractor shall obtain extended reporting (tail) coverage (with the same liability limits) upon expiration of this Contract for at least 3 years following the expiration or termination of the Contract.

Contractor shall obtain and maintain such workers' compensation coverage as may be required pursuant to the provisions of the Virginia Code and shall require any subcontractor to do the same. Contractor shall include the provisions of this subsection within each of its subcontracts, so as to bind each subcontractor.

A certificate of insurance shall be submitted to County upon its request and included as part of the Contract.

Contractor shall furnish County a binder adding County as an additional insured on the comprehensive general liability and comprehensive automobile liability policies, and including the following language: "The above-described policies shall not be canceled, modified, or

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amended, or coverage reduced without the issuing company providing 30 business days advance written notice to the County of Goochland.”

Should insurance coverage be changed or canceled, Contractor shall furnish a valid binder evidencing the required insurance. Failure to deliver such binder will result in suspension of all payments until the binder is furnished.

All insurance required shall be and remain in full force and effect for the term of the Contract.

No contract shall be binding upon County until all insurance requirements and policies, have been timely obtained by Contractor, approved as to form and sufficiency by the County Attorney, and, if requested, filed with County.

17. NO PERSONAL LIABILITY. Nothing herein shall be construed to create any personal liability on the part of any elected or appointed official, agent, or employee of County.

18. NON-WAIVER. No waiver or breach of any terms, conditions, provisions, or covenants contained in this Contract will be construed as a waiver of any prior or succeeding breach of the same terms, conditions, provisions, or covenants.

19. NOTICE. All notices or invoices involving this Contract will be made either by personal delivery or by registered or certified mail, return receipt requested, and will be deemed given upon personal delivery or upon receipt. Notices will be sent to the following addresses:

County: County of Goochland
Barbara Horlacher, Director of Financial Services
P.O. Box 10
1800 Sandy Hook Road, Suite 255
Goochland, VA 23063

Contractor: Betsy L. Hedrick
558 South Main Street
Harrisonburg, VA 22801

Either party may change the location or individuals for receipt of notices by providing written notice to the other party.

20. PARTIES' RELATIONSHIP. Contractor shall be legally considered an independent contractor, and neither Contractor nor its employees will, under any circumstances, be considered employees or agents of County. County shall not be legally responsible for any negligence or other wrongdoing by Contractor, its employees, or agents. County shall not withhold payments to Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, County shall not provide Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by County for its employees.

21. PAYMENT OF SUBCONTRACTORS. Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to Contractor by County for work performed by any subcontractor under this Contract:

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- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Contract; or
- B. Notify County and the subcontractor, in writing, of Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Contractor is obligated to provide its social security number or federal employer identification number in accordance with Virginia Code § 2.2-4354.

Contractor shall pay interest to any subcontractor on all amounts owed by Contractor that remain unpaid after seven days of Contractor's receipt of County's payment for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in (b), above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of 1% per month.

Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

Contractor's obligation to pay an interest charge to subcontractors pursuant to these provisions may not be construed to be an obligation of County. Neither a contract modification nor a cost reimbursement claim will be made to reimburse the interest charge.

22. PAYMENT TERMS. County shall make payment to Contractor of all sums properly invoiced and approved 30 days after invoice or delivery, whichever occurs last.

If Contractor's duties, obligations and responsibilities are materially changed through no fault of Contractor after execution of this Contract, compensation due to Contractor shall be equitably adjusted, either upward or downward.

As a condition precedent for any payment due, Contractor shall submit monthly, unless otherwise agreed in writing by County, an invoice to County requesting payment for Work properly rendered and expenses due hereunder. Contractor's invoice shall describe with reasonable particularity Work completed, the date thereof, the time expended, and the person(s) rendering such Work. Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as County may require. Each invoice shall bear Contractor's signature which shall constitute Contractor's representation to County that the Work indicated in the invoice has reached the level stated; has been properly and timely performed as required; that the expenses included have been reasonably incurred in accordance with this Contract; that all obligations of Contractor covered by prior invoices have been paid in full; and that the amount requested is currently due and owing, there being no reason known to Contractor that payment of any portion should be withheld. Submission of Contractor's invoice for final payment shall further constitute Contractor's representation to County that, upon receipt by County of the amount invoiced, all obligations of Contractor to others incurred in connection with the Project, will be paid in full. All invoices shall be submitted within 1 year after completion of the Project or shall forever be barred.

If County is credibly informed that any representations of Contractor are wholly or partially inaccurate, County may withhold payment of sums then or in the future due to Contractor until

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the inaccuracy, and the cause thereof, is corrected to County's reasonable satisfaction.

23. PURCHASE ORDER REQUIREMENT. Work under this Contract is authorized only if County's Purchase Order is issued in advance of the transaction indicating that there are sufficient funds available to pay. County will not be liable for payment for any Work under this Contract without appropriate purchase order authorization issued by the County.

24. REMOTE ACCESS. If Contractor needs to connect remotely to County's computer network, then it shall ensure that any computer it uses to connect has up-to-date and properly configured anti-virus software and current operating system service pack and patch level. County may scan Contractor's computers to ensure compliance with county standards. If Contractor's computers present an unacceptable risk to county networks, then access to the network will be denied. Contractor access to the network will also be monitored, and any attempt to access unauthorized areas will result in denied remote access. Denial of remote access for cause does not relieve Contractor of any responsibilities under the Contract Documents. If Contractor must be in Goochland because remote access has been denied for cause, then Contractor shall bear that cost and shall not be reimbursed by County.

25. SCOPE OF SERVICES. Contractor agrees to furnish all services, labor, materials, and equipment necessary or appropriate. Contractor shall perform all tasks in accordance with generally accepted professional standards of care and shall provide to County good advice and consultation within Contractor's authority and capacity. Contractor shall comply with applicable regulations, laws, ordinances, and requirements of all governmental agencies. It shall be Contractor's responsibility to provide the specific services set forth in the Contract Documents.

County may order changes in the Work so long as such changes remain within the Scope of the Work or Services. If Contractor believes that any work is not within the scope of the project, is a material change, or will otherwise call for additional compensation, then Contractor must immediately notify County in writing. If County agrees, an adjustment will be made to the Contract Documents by formal written amendment. Contractor shall not receive additional compensation until this written amendment has been signed by both parties and a county purchase order covering the additional cost is issued. If it is determined that the work in question is within the scope of the Contract Documents, then Contractor shall continue work.

No services other than those described in the Contract Documents are authorized, unless authorized by a written Amendment or by the issuance and execution of a Purchase Order covering the expected cost of such services. If additional services are required by County and authorized as provided above, the cost of such additional services shall be negotiated based upon the time and level of work to be performed.

26. SEVERABILITY. If any term, condition, provision, or covenant of this Contract is held invalid, illegal, or unenforceable in any respect, this Contract will remain in effect and will be construed without regard to such term, condition, provision, or covenant.

27. SUBCONTRACTORS. Contractor may not use subcontractors to perform the services described herein without prior written notice to County and, if so, Contractor will include provisions in its subcontracts requiring the subcontractors to comply with the applicable provisions of this Contract.

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28. SUCCESSORS AND ASSIGNS. County and Contractor bind themselves and any successors and assigns to this Contract. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its rights, obligations, or interests under this Contract without prior written notice to County.

29. TERMINATION FOR CONVENIENCE. County may terminate this Contract in whole or in part when such action is determined by County to be in its best interest. Any such termination will be effected by delivery to Contractor of a written notice of termination which provides at least 15 days' notice of the termination date and which specifies the extent to which performance under this Contract is terminated and the date of termination.

After receipt of a notice of termination, Contractor shall stop all work on the date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, immediately transfer all documentation and paperwork for terminated work to County, terminate all vendors and subcontracts, and settle all outstanding liabilities and claims. Contractor shall be entitled to receive compensation for all contract services satisfactorily performed by Contractor and allocable to the Contract up through and including the date of termination.

30. TERMINATION FOR DEFAULT. County shall have the right to terminate this Contract before the specified termination date if Contractor fails, as determined at County's discretion, to deliver goods or perform services required by this Contract. County shall provide written notice at least 15 days before termination takes effect. County may procure goods or services in accordance with this Contract from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs.

31. TIME OF THE ESSENCE. Contractor shall perform work in a timely manner. Contractor shall assign the Work to such qualified personnel in sufficient numbers to complete the Work assigned according to the performance schedule set in the Contract Documents or any related Purchase Order.

32. TRANSACTING BUSINESS IN THE COMMONWEALTH. Contractor must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by the Virginia Code. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or canceled at any time during this Contract.

County may void this Contract if Contractor fails to remain in compliance with the provisions of this section.

33. WORKPLACE PROVISIONS. During performance of the Contract, Contractor shall abide by the following workplace provisions. If Contractor engages any subcontractor or vendor to provide services hereunder, then Contractor shall include these provisions in every subcontract or purchase order over \$10,000:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of

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Contractor. Contractor shall post in conspicuous places, available to employees and applicants of employment, notices setting forth the provisions of this nondiscrimination clause. Also, Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that it is an equal opportunity employer.

- B. Contractor shall: (i) provide a drug-free workplace for 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the Contract awarded to Contractor in accordance with this procurement transaction, where Contractor's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation will be deemed sufficient for the purpose of meeting the requirements of these sections.

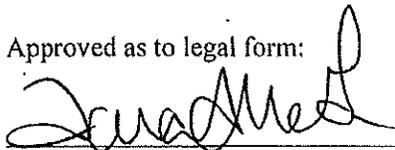
**GOOCHLAND COUNTY,
VIRGINIA**

PBMARES, LLP

By: _____
 Name: John A. Budesky
 Title: County Administrator
 Date: _____

By: Betsy L. Hedrick
 Name: Betsy L. Hedrick
 Title: Partner
 Date: 2/22/18

Approved as to legal form:



 Goochland County Attorney