FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 14, 2026

AGENDA

9:30		Presentations
9:30		Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
10:00		Matters Presented by Board Members
10:00		Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1		Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program – Oakbrooke Avenue (Mount Vernon District)
2		Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program – Cedarest Road (Providence District)
3		Approval of a Resolution Endorsing Projects Being Submitted for State Funding Through the Commonwealth Transportation Board's FY 2028-2033 Smart Scale Program (Braddock, Franconia, Hunter Mill, Mason, Mount Vernon, Providence, Springfield, and Sully Districts)
4		Additional Time to Establish Use or Commence Construction for Special Exception SE-2022-SU-00030, Agape Property Management LLC (Sully District)
5		Extension of Review Period for 2232 Application for Edsall Substation (Mason District)
6		Board Approval for Various County Agencies to Utilize Funding from the Opioid Settlement Direct Distribution Funds for Initiatives Supporting Opioid Abatement Activities
7		Authorization to Advertise a Public Hearing to Consider Amendments to Chapter 122 (Tree Conservation Ordinance), Article 9 (Tree Commission) of the Code of the County of Fairfax, Virginia
8		Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Pleasant Valley Road Shared Use Path (Sully District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 14, 2026

ADMINISTRATIVE ITEMS (continued)

9 Authorization to Advertise a Public Hearing on a Proposal to Prohibit Through Truck Traffic on Crowell Road and Browns Mill Road (Hunter Mill District)

10 Authorization to Advertise a Public Hearing to Sublease Lahey Lost Valley House at 9750 Brookmeadow Drive in Connection with the Resident Curator Program (Hunter Mill District)

11 Authorization to Advertise a Public Hearing to Expand Parking Restrictions on Boone Boulevard and Howard Avenue (Providence District)

12 Authorization to Advertise a Public Hearing to Consider an Ordinance Expanding the Lake Braddock Residential Permit Parking District, District 5 (Braddock District)

13 Authorization to Advertise a Public Hearing to Consider an Ordinance Establishing the Martin’s Pointe Community Parking District (Braddock District)

ACTION ITEMS

1 Approval of a Board of Supervisors' Draft Regular Meeting Schedule for Calendar Year 2027

2 Approval of Changes to the Fairfax County Purchasing Resolution

3 Approval of Plain Language Explanations for the 2026 Bond Referenda for Parks and Park Facilities, and Community Health and Human Services Facilities

4 Authorization of Appropriation from Economic Opportunity Reserve Fund to Extend the Fairfax Founders Fund Grant and Technical Assistance Program

5 Approval of the Fairfax County Department of Transportation's Major Service Change, Disparate Impact, and Disproportionate Burden Policies for the Fairfax Connector

6 Approval of an Assessment of Stream Response to Stream Restoration in Paul Spring Branch, Fairfax, VA (Mount Vernon District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 14, 2026

CLOSED SESSION

Closed Session

PUBLIC HEARINGS

3:30	Public Hearing on RZ-2024-MA-00013 (6200 Wilson LLC) (Mason District)
3:30	Public Hearing on RZ-2025-HM-00018 (Old Reston Associates LLC) (Hunter Mill District)
3:30	Public Hearing on PCA-85-P-002-002/CDPA-85-P-002 (RZPA-2026-PR-00018) (Standard Healthcare Services Inc) (Providence District)
3:30	Public Hearing on SE-2024-MA-00023 (Laadam Family, LLC) (Mason District)
3:30	Public Hearing on SE-2025-MA-00025 (SNS28 LLC) (Mason District)
3:30	Public Hearing on RZ-2022-HM-00003 (Pulte Home Company LLC) (Hunter Mill District)
4:00	Public Hearing on Proposed Plan Amendment SSPA-2023-III-5UP, Lincoln Park in Land Unit D-3, Dulles Suburban Center (Sully District)
4:00	Public Hearing to Consider Adoption of an Uncodified Ordinance to Allow for Adjustments of Accounts and Payments that Involve Cash Transactions Due to the Decrease in Pennies Following the United States Mint's Cessation of the Production of the Penny
4:00	Public Hearing on Proposed Plan Amendment 2021-IV-LP1, Lorton Core Study in the LP2 Lorton-South Route 1 Community Planning Sector and Suburban Center of the Lower Potomac Planning District (Mount Vernon District)
4:00	Public Comment

REVISED

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
July 14, 2026

9:30 a.m.

PRESENTATIONS

RESOLUTION — To recognize Bryna Helfer and her 35 years of service to the Spring~~field~~ **Hill** Adapted Aquatics program. Requested by Chairman McKay and Supervisor Bierman.

RESOLUTION — To recognize the 36th anniversary of the Americans with Disabilities Act. Requested by Chairman McKay and Supervisor Bierman.

RESOLUTION — To recognize Fairfax Water General Manager Jaime Hedges for her 37 years of service to the county. Requested by Chairman McKay.

RESOLUTION — To recognize the 125th anniversary of Columbia Lighthouse for the Blind. Requested by Chairman McKay and Supervisor Herrity.

PROCLAMATION — To designate Ju**ly**~~ne~~ 2026 as Park and Recreation Month in Fairfax County. Requested by Chairman McKay.

STAFF:
Tony Castrilli, Director, Office of Public Affairs
Jeremy Lasich, Office of Public Affairs
Dawn Nieters, Office of Public Affairs

Board Agenda Item
July 14, 2026

9:30 a.m.

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

ENCLOSED DOCUMENTS:
Attachment 1: Appointments to be heard July 14, 2026

STAFF:
Jill G. Cooper, Clerk for the Board of Supervisors

FINAL COPY

APPOINTMENTS TO BE HEARD JULY 14, 2026
(ENCOMPASSING VACANCIES PROJECTED THROUGH JULY 31, 2026)
(Unless otherwise noted, members are eligible for reappointment)

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Ben Zuhl; appointed 12/21 by Foust) Term exp. 9/25 *Resigned*	Dranesville District Representative		Bierman	Dranesville

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Richard N. Rose (Appointed 7/97-4/01 by Hanley; 9/05-5/09 by Connolly; 6/13-6/17 by Bulova) Term exp. 5/21	Builder (Multi-Family) Representative		By Any Supervisor	At-Large

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AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)
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Incumbent History	Requirement	Nominee	Supervisor	District
James H. Scanlon (Appointed 6/93-5/17 by Bulova) Term exp. 5/21	Engineer/Architect/ Planner #1 Representative		By Any Supervisor	At-Large
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 5/06 by Connolly) Term exp. 5/10 *Resigned*	Lending Institution Representative		By Any Supervisor	At-Large
Francis C. Steinbauer (Appointed 8/02-5/18 by Hudgins) Term exp. 5/22	Non-Profit Housing Representative		By Any Supervisor	At-Large

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AFFORDABLE HOUSING ADVISORY COUNCIL (AHAC) (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Henry Connors (Appointed 10/24 by Walkinshaw) Term exp. 6/26	Braddock District Representative	**Henry Connors**	Sizemore Heizer	Braddock
VACANT (Formerly held by Lorena Brady; appointed 10/24 by Bierman) Term exp. 6/26 *Resigned*	Dranesville District Representative	**Thomas Goodwin**	Bierman	Dranesville
VACANT (Formerly held by Jeremy Allen; appointed 6/23 by Gross) Term exp. 6/25 *Resigned*	Mason District Representative		Jimenez	Mason
VACANT (Formerly held by Keary Kincannon; appointed 6/23 by Storck) Term exp. 6/25 *Resigned*	Mount Vernon District Representative	**Suzana Chowdhury**	Storck	Mount Vernon

AGRICULTURAL AND FORESTAL DISTRICT ADVISORY BOARD (Serves at the pleasure of the Board)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Mariette Newcomb; appointed 2/88 by Richards) *Resigned*	Farmer #2 Representative		By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Ronald Boggio; appointed 5/22 by McKay) Term exp. 10/23 *Resigned*	At-Large #1 Representative		By Any Supervisor	At-Large
Grant J. Nelson (Appointed 10/95-5/01 by Hanley; 6/04-9/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #2 Representative		By Any Supervisor	At-Large
Darren Dickens (Appointed 11/96-5/01 by Hanley; 6/04-10/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Linda Perlstein; appointed 11/22 by Alcorn) Term exp. 10/25 *Resigned*	At-Large #6 Representative		By Any Supervisor	At-Large

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ARCHITECTURAL REVIEW BOARD (3-year terms)

NOTE: Members shall be appointed by the Board as follows: At least two (2) members shall be certified architects; one member shall be a landscape architect authorized to practice in Virginia; one member shall be a lawyer with membership in the Virginia Bar; six (6) members shall be drawn from the ranks of related professional groups such as archaeologists, historians, lawyers, and real estate brokers.

Incumbent History	Requirement	Nominee	Supervisor	District
Kaye Orr (Appointed 6/18-9/21 by Gross) Term exp. 9/24	Related Professional Group #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Ali A. Sohanghpurwala; appointed 9/23 by Smith) Term exp. 9/24 *Resigned*	Related Professional Group #2 Representative		By Any Supervisor	At-Large

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ATHLETIC COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	At-Large #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Marc Fernandes; appointed 10/20-1/22 by McKay) Term exp. 12/23 *Resigned*	Diversity-At-Large Principal Representative		By Any Supervisor	At-Large
Ian Harper (Appointed 10/23 by Foust) Term exp. 3/25	Dranesville District Principal Representative		Bierman	Dranesville
Brian Luwis (Appointed 7/19-6/21 by Foust) Term exp. 3/23	Dranesville District Alternate Representative		Bierman	Dranesville
VACANT (Formerly held by Scott Anderson; appointed 8/25 by Jimenez) Term exp. 6/27 *Resigned*	Mason District Principal Representative	**Daniel Morgan**	Jimenez	Mason
Michael Thompson (Appointed 6/24 by Herrity) Term exp. 6/26	Springfield Principal Representative		Herrity	Springfield
VACANT (Formerly held by Hillary Richardson; appointed 6/24 by Alcorn) Term exp. 6/26 *Resigned*	Women's Sports Principal Representative	**Caren Penso** (Alcorn)	By Any Supervisor	At-Large

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ATHLETIC COUNCIL (2-year terms)
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Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Hillary Richardson; appointed 9/20-6/22 by Alcorn) Term exp. 6/24 *Resigned*	Women's Sports Alternate Representative		By Any Supervisor	At-Large

BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4-year terms)
NOTE: No official, technical assistant, inspector or other employee of the Department of Public Works and Environmental Services, Department of Planning and Development, or Fire and Rescue Department shall serve as a member on this Board.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Amado Fernandez; appointed 6/16-2/23 by Smith) Term exp. 2/27 *Resigned*	Alternate #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Michael Sanio; appointed 2/23 by Alcorn) Term exp. 2/27 *Resigned*	Alternate #4 Representative		By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Maria Jimenez; appointed 7/25 by Alcorn) Term exp. 4/26 *Resigned*	Fairfax County #1 Representative		Alcorn	Hunter Mill
VACANT (Formerly held by Gerald Zevala; appointed 11/25 by Alcorn) Term exp. 4/27 *Resigned*	Fairfax County #4 Representative		Alcorn	Hunter Mill
VACANT (Formerly held by Maryam Ovissi; appointed 3/21-5/23 by Alcorn) Term exp. 4/25 *Resigned*	Fairfax County #7 Representative		Alcorn	Hunter Mill

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Anne Kanter; appointed 9/11-10/18 by Bulova) Term exp. 9/23 *Resigned*	At-Large #1 Representative		McKay	At-Large Chairman's
VACANT (Formerly held by David W. Schnare; appointed 11/10-9/23 by Herrity) Term exp. 9/27 *Resigned*	Springfield District Representative		Herrity	Springfield

CHILD CARE ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	At-Large Chairman's #2 Representative		McKay	At-Large Chairman's
NEW POSITION	At-Large Chairman's #3 Representative		McKay	At-Large Chairman's
NEW POSITION	At-Large Chairman's #4 Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Mercedes Dash; appointed 10/25 by Palchik) Term exp. 9/27 *Resigned*	Providence District Representative		Palchik	Providence

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CIVIL SERVICE COMMISSION (2-year terms)
NOTE: The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a minority group.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Janice Hill; appointed 12/21 by Gross; 6/24 by Jimenez) Term exp. 12/25 *Deceased*	At-Large #9 Representative		By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Philip Rosenthal; appointed 1/01-3/24 by Herrity) Term exp. 2/27 *Deceased*	Springfield District Representative		Herrity	Springfield
VACANT (Formerly held by Kevin Hickerson; appointed 3/22 by Smith) Term exp. 2/25 *Resigned*	Sully District Representative	**Terry Angelotti**	Smith	Sully

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CONSUMER PROTECTION COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Michael Roark (Appointed 7/23 by Storck) Term exp. 7/26	Fairfax County Resident #2 Representative	**Michael Roark** (Storck)	By Any Supervisor	At-Large
Dong Hong (Appointed 2/25 by McKay) Term exp. 7/26	Fairfax County Resident #5 Representative	**Dong Hong** (McKay)	By Any Supervisor	At-Large
Dennis Kirk (Appointed 6/98-8/22 by Gross) Term exp. 7/25	Fairfax County Resident #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Paul Svab; appointed 11/21-7/24 by Herrity) Term exp. 7/27 *Resigned*	Fairfax County Resident #11 Representative		By Any Supervisor	At-Large

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CONTINUUM OF CARE BOARD (CoC) (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Douglas Dane (Appointed 9/24 by Walkinshaw) Term exp. 6/26	Braddock District Representative	**Douglas Dane**	Sizemore Heizer	Braddock
NEW POSITION	Dranesville District Representative		Bierman	Dranesville
Claire Keena (Appointed 5/24 by Herrity) Term exp. 6/26	Springfield District Representative		Herrity	Springfield
Ruth Pearson (Appointed 9/23 by Smith) Term exp. 6/25	Sully District Representative		Smith	Sully

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

Incumbent History	Requirement	Nominee	Supervisor	District
Ricardo E. Coleman (Appointed 9/16-3/21 by Gross) Term exp. 3/24	Mason District Representative		Jimenez	Mason

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Richard Fernicola; appointed 1/22 by McKay) Term exp. 1/24 *Resigned*	BOS At-Large #6 Representative		By Any Supervisor	At-Large

ENGINEERING STANDARDS REVIEW COMMITTEE (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Maya Huber; appointed 12/09-1/14 by Confirmation; 5/18 by Bulova) Term exp. 3/21 *Resigned*	Citizen #4 Representative		By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kersey Manliclic; appointed 2/25 by McKay) Term exp. 1/28 *Resigned*	At-Large Chairman's Representative		McKay	At-Large Chairman's

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FAIRFAX AREA DISABILITY SERVICES BOARD
(3-year terms - limited to 2 full terms)

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Courtney Cezair Mayers; appointed 6/21 by Foust) Term exp. 11/24 *Resigned*	Dranesville District Representative		Bierman	Dranesville
Deborah K. Hammer (Appointed 3/16-1/20 by Storck) Term exp. 11/22 ***Not eligible for reappointment***	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Michael Ritter; appointed 6/22 by Herrity) Term exp. 11/24 *Resigned*	Springfield District Representative		Herrity	Springfield

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

Incumbent History	Requirement	Nominee	Supervisor	District
Lindsay Petak (Appointed 3/25 by Palchik) Term exp. 6/26	Providence District Representative	**Roxanne Ribakoff**	Palchik	Providence

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Anthony Griffin; appointed 9/20-10/23 by Gross) Term exp. 6/27 *Resigned*	At-Large #2 Representative		By Any Supervisor	At-Large
Jon Miskell (Appointed 8/22 by Walkinshaw) Term exp. 7/26	At-Large #4 Representative	**Jon Miskell** (Sizemore Heizer)	By Any Supervisor	At-Large

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

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

Incumbent History	Requirement	Nominee	Supervisor	District
Andrew Scalise (Appointed 7/20-7/23 by McKay) Term exp. 6/26	At-Large #2 Representative	**Andrew Scalise** (McKay) *(Nomination announced on June 23, 2026)*	By Any Supervisor	At-Large
Evan Jones (Appointed 6/23 by McKay) Term exp. 6/26	At-Large #3 Representative	**Evan Jones** (McKay) *(Nomination announced on June 23, 2026)*	By Any Supervisor	At-Large
Srilekha Palle (Appointed 2/20-6/23 by Herrity) Term exp. 6/26	Springfield District Representative	**Srilekha Palle** *(Nomination announced on June 23, 2026)*	Herrity	Springfield
VACANT (Formerly held by Patricia Zissios; appointed 3/24 Lusk) Term exp. 6/27 *Resigned*	Franconia District Representative		Lusk	Franconia

CONFIRMATION NEEDED:

- Ms. Sarah Coughter as the City of Falls Church Representative

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HEALTH SYSTEMS AGENCY BOARD (3-year terms - limited to 2 full terms)
NOTE: Members may be reappointed after a 1-year break

Incumbent History	Requirement	Nominee	Supervisor	District
Douglas Samuelson (Appointed 7/23 by Walkinshaw) Term exp. 6/26	Consumer #1 Representative		By Any Supervisor	At-Large
Lydia Lawrence (Appointed 2/22 by Foust) Term exp. 6/24	Consumer #5 Representative		By Any Supervisor	At-Large
Bridget Jennison (Appointed 5/22 by Walkinshaw) Term exp. 6/24	Provider #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Magalie Emile-Backer; appointed 1/19-6/21 by Storck) Term exp. 6/24 *Resigned*	Provider #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Maria Zlotnick; appointed 6/20 by Alcorn) Term exp. 6/25 *Resigned*	Provider #4 Representative		By Any Supervisor	At-Large

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HISTORY COMMISSION (3-year terms)
NOTE: The Commission shall include at least one member who is a resident from each District.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Joseph Imamura; appointed 7/23 by McKay) Term exp. 12/24 *Resigned*	Architect Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Jenee Lindner; appointed 12/21-1/25 by Herrity) Term exp. 12/27 *Resigned*	Citizen #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Steve Sherman; appointed 9/21 by Lusk) Term exp. 12/23 *Resigned*	Citizen #9 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Lynne Garvey-Hodge; appointed 12/21 by Gross) Term exp. 12/24 *Resigned*	Historian #1 Representative		By Any Supervisor	At-Large

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HUMAN SERVICES COUNCIL (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Robert Faherty; appointed 2/23 by Lusk) Term exp. 7/26 *Resigned*	Franconia District #2 Representative		Lusk	Franconia
VACANT (Formerly held by Paul Thomas: appointed 8/22 by Alcorn) Term exp. 7/26 *Resigned*	Hunter Mill District #1 Representative		Alcorn	Hunter Mill
Chris Clayton (Appointed 6/25 by Jimenez) Term exp. 7/26	Mason District #1 Representative		Jimenez	Mason
VACANT (Formerly held Nancy Hall; appointed 11/25 by Jimenez) Term exp. 7/29 *Resigned*	Mason District #2 Representative	**Kate Bogan**	Jimenez	Mason
Surayyah Colbert (Appointed 5/24 by Storck) Term exp. 7/26	Mount Vernon District #2 Representative	**Surayyah Colbert**	Storck	Mount Vernon
Anthony Santelises (Appointed 7/24 by Palchik) Term exp. 7/25	Providence District #1 Representative		Palchik	Providence

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HUMAN SERVICES COUNCIL (4-year terms)
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Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Edward Yost appointed 3/23 by Smith) Term exp. 7/27 *Resigned*	Sully District #2 Representative		Smith	Sully

INDUSTRIAL DEVELOPMENT AUTHORITY (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Christopher Glaser; appointed 11/21 by Alcorn) Term exp. 10/25 *Resigned*	At-Large #4 Representative		By Any Supervisor	At-Large

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INFORMATION TECHNOLOGY POLICY ADVISORY COMMITTEE (ITPAC) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Richard Kostro; appointed 12/25 by Storck) Term exp. 12/28 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Edward Blum; appointed 12/20-1/24 by Palchik) Term exp. 12/26 *Resigned*	Providence District Representative		Palchik	Providence
VACANT (Formerly held by Dennis Carlton; appointed 11/25 by Smith) Term exp. 12/28 *Resigned*	Sully District Representative		Smith	Sully

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

Incumbent History	Requirement	Nominee	Supervisor	District
Crystopher Herrera (Appointed 2/22 by Foust) Term exp. 1/24	Dranesville District Representative		Bierman	Dranesville

PARK AUTHORITY (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kiel Stone; appointed 12/22 by Walkinshaw) Term exp. 12/26 *Resigned*	Braddock District Representative	**Ray Foote**	Sizemore Heizer	Braddock

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

Incumbent History	Requirement	Nominee	Supervisor	District
Jay Jupiter (Appointed 2/17-3/22 by Storck) Term exp. 12/25	Citizen At-Large #1 Representative		By Any Supervisor	At-Large

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RESTON TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Angela E. Roberts; appointed 9/21 by Alcorn) Term exp. 9/25 *Resigned*	Apartment or Rental Owner Associations Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Margaret Parker; appointed 10/1 by Alcorn) Term exp. 9/25 *Resigned*	Commercial or Retail Ownership #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Peter Henry; appointed 9/21 by Alcorn) Term exp. 9/25 *Resigned*	Commercial or Retail Ownership #3 Representative		By Any Supervisor	At-Large
Michael Shindledecker (Appointed 9/21 by Foust) Term exp. 9/25	Dranesville District Representative		Bierman	Dranesville
VACANT (Formerly held by Stephanie Weber: appointed 8/22 by Alcorn) Term exp. 9/25 *Resigned*	Residential Owners/HOA/Civic Association #3 Representative		By Any Supervisor	At-Large

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TRANSPORTATION ADVISORY COMMISSION (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Kevin Morse (Appointed 7/20-6/24 by Walkinshaw) Term exp. 6/26	Braddock District Representative	**Noel Popwell**	Sizemore Heizer	Braddock
Michael Champness (Appointed 9/13-6/22 by Foust) Term exp. 6/26	Dranesville District Representative		Bierman	Dranesville
Keith Foxx (Appointed 2/24 by Lusk) Term exp. 6/26	Franconia District Representative		Lusk	Franconia
Shiva Pant (Appointed 2/24 by Alcorn) Term exp. 6/26	Hunter Mill District Representative	**Shiva Pant**	Alcorn	Hunter Mill
Peter Weyland (Appointed 5/23-6/24 by Storck) Term exp. 6/26	Mount Vernon District Representative	**Peter Weyland**	Storck	Mount Vernon

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TRAILS, SIDEWALKS AND BIKEWAYS COMMITTEE (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Lydia Lawrence (Appointed 9/24 by Bierman) Term exp. 1/26	Dranesville District Representative		Bierman	Dranesville
Erin Partlan (Appointed 12/21-1/24 by Lusk) Term exp. 1/26	Franconia District Representative		Lusk	Franconia
VACANT (Formerly held by Noel Popwell; appointed 3/24 by Herrity) Term exp. 1/26 *Resigned*	Springfield District Representative		Herrity	Springfield

TRESPASS TOWING ADVISORY BOARD (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held Denver Supinger; appointed 9/24 by McKay) Term exp. 9/27 *Resigned*	Citizen Alternate Representative		By Any Supervisor	At-Large
Alvin Leach (Appointed 10/10-11/22 by Foust) Term exp. 9/25	Towing #2 Representative		By Any Supervisor	At-Large

DRAFT

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

Incumbent History	Requirement	Nominee	Supervisor	District
Frank Henry Grace (Appointed 1/23 by McKay) Term exp. 7/26	Citizen Appointed by BOS #1 Representative	**Frank H. Grace** (McKay)	By Any Supervisor	At-Large

WATER AUTHORITY (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Frank Begovich; appointed 6/24 by Lusk) Term exp. 6/27 *Resignation eff. 7/31/2026*	Franconia District Representative	**Dana Kauffman**	Lusk	Franconia

DRAFT

WETLANDS BOARD (5-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Bryan Campbell (Appointed 2/23 by McKay) Term exp. 7/26	Alternate #1 Representative	**Bryan Campbell** (McKay)	By Any Supervisor	At-Large
VACANT (Formerly held by Kimberly Larkin; appointed 12/22 by Storck) Term exp. 12/27 *Resigned*	At-Large #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Bert Cramer; appointed 1/21-12/21 by Storck) Term exp. 12/26 *Resigned*	Mount Vernon District #2 Representative		Storck	Mount Vernon
VACANT (Formerly held by John Collins; appointed 1/22-12/24 by Storck) Term exp. 12/29 *Resigned*	Mount Vernon District #3 Representative		Storck	Mount Vernon

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Timothy Klein; appointed 7/25 by Lusk) Term exp. 1/26 *Resigned*	Franconia District Representative		Lusk	Franconia
VACANT (Formerly held by Daniel Morgan; appointed 2/26 by Jimenez) Term exp. 1/28 *Resigned*	Mason District Representative		Jimenez	Mason
Zafar Mahnoor (Appointed 1/24 by Storck) Term exp. 1/26 ***Not eligible for reappointment***	Mount Vernon District Representative		Storck	Mount Vernon
Neel Daugherty-Shrivastava (Appointed 3/24 by Palchik) Term exp. 1/26	Providence District Representative		Palchik	Providence
Samuel Niner (Appointed 1/22-1/24 by Herrity) Term exp. 1/26 ***Not eligible for reappointment***	Springfield District Representative		Herrity	Springfield

Continued on next page

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YOUNG ADULTS ADVISORY COUNCIL
(2-year terms - limited to 2 full terms)
Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Eddy Sandoval; appointed 9/21 by Smith) Term exp. 1/24 *Resigned*	Sully District Representative		Smith	Sully

DRAFT

Board Agenda Item
July 14, 2026

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
July 14, 2026

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item
July 14, 2026

ADMINISTRATIVE – 1

Approval of a "Watch for Children" Sign as Part of the Residential Traffic Administration Program – Oakbrooke Avenue (Mount Vernon District)

ISSUE:
Board endorsement of a "Watch for Children" sign as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends approval for the installation of the following:

- One "Watch for Children" sign on Oakbrooke Avenue (Mount Vernon District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved "Watch for Children" sign as soon as possible.

TIMING:
Board action is requested on July 14, 2026, to help facilitate prompt installation of the proposed signage.

BACKGROUND:
RTAP allows for the installation of one or more "Watch for Children" signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed sign(s) will be effectively located and will not conflict with any other traffic control devices.

On April 18, 2026, FCDOT received verification from the Mount Vernon District Supervisor's Office confirming community support for one "Watch for Children" sign on Oakbrooke Avenue.

EQUITY IMPACT:
None.

Board Agenda Item
July 14, 2026

FISCAL IMPACT:
Funding in the amount of $300 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

ENCLOSED DOCUMENTS:
None.

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Elena Coello, Deputy Director, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT
Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT
Ryan O'Carroll, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

Board Agenda Item
July 14, 2026

ADMINISTRATIVE – 2

Approval of a "Watch for Children" Sign as Part of the Residential Traffic Administration Program – Cedarest Road (Providence District)

ISSUE:
Board endorsement of a "Watch for Children" sign as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends approval for the installation of the following:

- One "Watch for Children" sign on Cedarest Road (Providence District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved "Watch for Children" sign as soon as possible.

TIMING:
Board action is requested on July 14, 2026, to help facilitate prompt installation of the proposed signage.

BACKGROUND:
RTAP allows for the installation of one or more "Watch for Children" signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed sign(s) will be effectively located and will not conflict with any other traffic control devices.

On May 27, 2026, FCDOT received verification from the Providence District Supervisor's Office confirming community support for one "Watch for Children" sign on Cedarest Road.

EQUITY IMPACT:
None.

Board Agenda Item
July 14, 2026

FISCAL IMPACT:
Funding in the amount of $300 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

ENCLOSED DOCUMENTS:
None.

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Elena Coello, Deputy Director, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT
Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT
Ryan O'Carroll, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

Board Agenda Item
July 14, 2026

ADMINISTRATIVE – 3

Approval of a Resolution Endorsing Projects Being Submitted for State Funding Through the Commonwealth Transportation Board's FY 2028-2033 Smart Scale Program (Braddock, Franconia, Hunter Mill, Mason, Mount Vernon, Providence, Springfield, and Sully Districts)

ISSUE:
Board of Supervisors' (Board) approval of a resolution (Attachment 1) endorsing Fairfax County projects for consideration in the Commonwealth Transportation Board's (CTB) FY 2028–2033 Smart Scale Program.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve Attachment 1 endorsing Fairfax County projects for submission to the CTB's FY 2028-2033 Smart Scale Program.

TIMING:
Board approval is requested on July 14, 2026, to meet the Smart Scale submission deadline of August 1, 2026.

BACKGROUND:
During the 2014 Legislative Session, the General Assembly passed HB 2, which directed the development of a prioritization process (now called Smart Scale) for projects funded by the CTB. The Smart Scale process was used for the first time in the development of the FY2016-2021 Six-Year Improvement Program (SYIP).

The Smart Scale process considers congestion mitigation, accessibility, safety, environmental quality, economic development, and land use to rank candidate projects. The weights of these factors vary across the different areas in the Commonwealth. In Northern Virginia, as well as Hampton Roads, the Code of Virginia requires the congestion mitigation score to be weighted highest. The Weighting Framework for Northern Virginia (as well as Hampton Roads) is:

- Congestion Mitigation: 45%
- Accessibility: 25%
- Safety: 15%

- Environmental Quality: 10%
- Economic Development: 5%
- Land Use: Multiplier to the sum of the other factors

This process is used for both the Statewide High-Priority Projects Program (HPP) and District Grant Program (DGP). The HPP focuses on projects that address a transportation need identified for a corridor of statewide significance or a regional network in VTrans (Virginia's Transportation Plan). In this program, projects compete for funding statewide. The DGP focuses on projects that address a need for a corridor of statewide significance, regional network, improvements to promote urban development areas, or safety improvements identified in VTrans. DGP projects compete for funding within each highway construction district.

On June 5, 2025, staff shared with the Board Transportation Committee (BTC) results of the previous round of Smart Scale awards for FY 2026-2031 (Round 6), which did not include an award for Fairfax County projects. The primary reason for being excluded from Round 6 awards was due to high project costs, as the cost to complete projects in Northern Virginia vastly exceeds most other districts in the Commonwealth. These high costs lead to larger Smart Scale requests, which consequently drive down Smart Scale scores. Staff shared recommendations that included requesting regional bodies submit applications, submitting smaller projects, improved communication with Commonwealth staff, and possible policy changes. The BTC directed staff to further examine the County results with the program and return to the BTC.

Staff worked with a consultant to further review Rounds 1 through 6 to determine which factors impacted funding in the past, including project type, project size, project location, benefit score, and other key parameters. Additionally, the consultant was tasked with providing project recommendations for Round 7. Staff returned to the BTC on February 24, 2026, with information on this evaluation. The presentation specifically noted:

- In all rounds, the County's benefit scores are very competitive, however, higher costs have led to lower Smart Scale scores
- Approximately 70% of all funded projects were highway projects, with 35% of those requests being funded
- Approximately 20% of all funded projects were bicycle/pedestrian projects, with 45% of those requests being funded
- Bus and Rail transit, and transportation demand management projects had very low submission rates, but high award rates
- There was a success rate of approximately 57% if projects were the result of Virginia Department of Transportation (VDOT) STARS (Strategically Targeted Affordable Roadway Solutions) or Pipeline studies.

This analysis and County staff feedback resulted in the following recommendations:

- Prioritize funding requests at or below $30 million
- Focus submissions on smaller projects
- Submit more applications of different project types (12 pre-applications and 10 full applications allowed for jurisdictions with populations of over 200,000)
- Coordinate with regional partners on joint applications
- Ensure projects meet readiness requirements, but advocate for flexibility
- Continue to encourage project cost normalization
- Coordinate with regional partners on advocacy efforts to advance transportation projects in Northern Virginia

Using these recommendations, staff also reviewed funding needs for projects approved in the Board's Transportation Priorities Plan (TPP) FY2025-2030, adopted in December 2025, for factors requisite for Smart Scale submission. These factors included:

- Projects previously submitted through Smart Scale
- Ability to address Smart Scale criteria
- Readiness
- Ability to leverage other funds (e.g. Northern Virginia Transportation Authority regional funding, local, or private funds)

Staff worked with VDOT to submit pre-applications for County projects to ensure strong final submissions. Prioritized projects are shown below and described in Attachment 2, along with their "not to exceed" request amounts to provide staff some flexibility when finalizing applications, should it be needed. These projects are recommended by staff for Smart Scale submission for FY 2028-2033.

- Route 50 Safety and Operational Improvements (Chantilly) – $30,000,000
- Route 236 (Prosperity Avenue to Wakefield Chapel Road) – $20,000,000
- Franconia Road at Commerce Street – $10,000,000
- South Van Dorn Street Improvements – $35,000,000
- Newington Road Shared Use Path - $10,000,000
- Roberts Parkway Improvements – $20,000,000
- Soapstone Road Extension/Dulles Toll Road Overpass - $100,000,000
- Braddock Road Shared Use Path - $15,000,000
- Cedar Lane and Electric Avenue Intersection Improvement – $15,000,000
- Braddock Road Phase II - $100,000,000

Requests for Soapstone Road Extension and Braddock Road Phase II projects are shown in amounts not to exceed $100 million, but updated estimates have not been

finalized. While these projects will likely require more than the recommended Smart Scale request of $30 million, staff believes the projects rank high in other key factors. Further, in addition to being long-standing priorities, they follow staff's intent to submit projects that vary in type, scope, and cost to further assess the Smart Scale process in relation to County priorities.

EQUITY IMPACT:
Projects chosen to be submitted for Round 7 Smart Scale funding come from a variety of sources. Some of the recommended projects have been approved in the Board's approved Transportation Priorities Plan (TPP). During the creation of the TPP, staff considered various criteria, including, but not limited to, congestion reduction, countywide balance, economically disadvantaged populations, economic development, safety, and school and park access. The TPP went through a robust community outreach/engagement and input process. When funding the TPP, the attempt is made to match projects to the various available funding sources/programs based on the parameters of those sources/programs, with the result being funding and implementing projects that are geographically and modally balanced across Fairfax County over time.

Other project recommendations are the result of Project Pipeline (Pipeline) and Strategically Targeted Affordable Roadway Solutions (STARS) studies conducted by the Virginia Department of Transportation (VDOT). These programs are designed to specifically prepare projects for Smart Scale submission and inclusion into VDOT's Six-Year Improvement Plan. VDOT conducts public outreach through these programs that generally include one or more of the following: Public Information Meetings, social media ads, news releases, and surveys. Staff reviewed locations of projects to confirm they serve economically disadvantaged populations in Fairfax County and have the potential to advance equity.

As a whole, the projects proposed to be submitted to Smart Scale as a part of this Board action generally provide a geographic balance and strive to meet the County's commitment to promote region's economic vitality. Based on this information, staff believe that this action has the potential to advance equity.

FISCAL IMPACT:
Requests for state funding for the FY 2028-2033 Smart Scale program are shown, by project, above and in Attachment 2. No cash match is required for these requests. If awarded funding, staff will return to the Board to secure approvals for project funding agreements as needed. There is no impact to the General Fund.

Board Agenda Item
July 14, 2026

ENCLOSED DOCUMENTS:
Attachment 1 – Resolution of Endorsement of Projects to be Submitted for Funding from the FY 2028- 2033 Smart Scale Program
Attachment 2 – List of Recommended Projects for FY 2028-2033 Smart Scale Submission (with descriptions)

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
Noelle Dominguez Chief, Coordination and Funding Division, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Seyed Nabavi, Chief, Transportation Design Division, FCDOT
Jeff Hermann, Chief, Site Analysis and Transportation Planning Division, FCDOT
Vanessa Aguayo, Chief, Capital Projects Section, FCDOT

Attachment 1

RESOLUTION

PROJECT ENDORSEMENT RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, July 14, 2026, at which meeting a quorum was present and voting, the following resolution was adopted:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby approves the submission of requests for funding from the Commonwealth Transportation Board's FY 2028-2033 Smart Scale Program for the projects shown below, with the following "not to exceed" amounts:

- Route 50 Safety and Operational Improvements (Chantilly) – $30,000,000
- Route 236 (Prosperity Avenue to Wakefield Chapel Road) – $20,000,000
- Franconia Road at Commerce Street – $10,000,000
- South Van Dorn Street Improvements – $35,000,000
- Newington Road Shared Use Path – $10,000,000
- Roberts Parkway Improvements – $20,000,000
- Soapstone Road Extension/Dulles Toll Road Overpass – $100,000,000
- Braddock Road Shared Use Path – $15,000,000
- Cedar Lane and Electric Avenue Intersection Improvements – $15,000,000
- Braddock Road Phase II – $100,000,000

ADOPTED this 14th day of July 2026

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Attachment 2

List of Recommended Projects for FY 2028-2033 Smart Scale Submission

All estimates are preliminary and are subject to change. All amounts shown below are in millions. Smart Scale (SS) requests are shown in "amounts not to exceed."

1. Route 50 Safety and Operational Improvements (Chantilly): *Sully and Springfield*
    - Safety and operational improvements for nearly two miles of Route 50 between Route 28 (Sully Road) and Stringfellow Road (Route 645), as well as assessing potential improvements within the one-mile segment between Chantilly Plaza and Plaza Lane, including the Lees Corner Road and Stringfellow Road intersections.
    - Estimate – TBD
    - Smart Scale request - $30 million

2. Route 236 (Prosperity Avenue to Wakefield Chapel Road): *Braddock and Mason*
    - Improvements to pedestrian, bicycle amenities; bus stop relocations; and intersection improvements along Little River Turnpike (Route 236) from Prosperity Avenue to Wakefield Chapel Road.
    - Estimate – TBD
    - Smart Scale request - $20 million

3. Franconia Road at Commerce Street: *Franconia*
    - Improvements to the Franconia Road and Commerce Street intersection and surrounding areas, including extension of a right-turn lane, intersection reconfiguration, and pedestrian crossing improvements.
    - Estimate – TBD
    - Smart Scale request - $10 million

4. South Van Dorn Street Improvements: *Franconia*
    - The project improves five locations along the South Van Dorn Street corridor between Telegraph Road and Bent Willow Drive, based on recommendations from a Strategically Targeted Affordable Roadway Solutions (STARS) study. The improvements include turn restrictions, pedestrian safety improvements, turn lane extensions, signalized channelized right-turns, a signal rebuild, and improved signage.
    - Estimate – $35 million
    - Smart Scale request - $35 million

5. Newington Road Shared Use Path: *Mount Vernon*
    - The project will construct a Shared Use Path (SUP) along Newington Road from Ona Drive to Telegraph Road. The SUP would run along the north side of Newington Road from Ona Drive east, cross Newington Road at a raised crosswalk, then run along the south side of Newington Road to Telegraph Road. The project would include Americans with Disabilities Act (ADA) modifications and modifications to the signal at Telegraph Road.
    - Estimate – TBD
    - Smart Scale request - $10 million

6. Roberts Parkway Improvements: *Braddock and Springfield*
    - The project will make improvements to the Roberts Parkway corridor, including intersection improvements at Roberts Parkway and Fairfax County Parkway, as well as at Roberts Parkway and Burke Centre Parkway. The project also includes an improved SUP along Roberts Parkway between Fairfax County Parkway and Burke Centre Parkway.
    - Estimate – TBD
    - Smart Scale request - $20 million

7. Soapstone Road Extension / Dulles Toll Road Overpass: *Hunter Mill*
    - The project will extend the existing Soapstone Drive by constructing a new roadway (approximately 0.5 miles long) between Sunrise Valley Drive and Sunset Hills Road over the Dulles Toll Road. The roadway is proposed to have a four to five lane cross-section, and active transportation facilities on both the east and west sides of the roadway.
    - Estimate – Currently Being Updated
    - Smart Scale request - $100 million*

8. Braddock Road Shared Use Path: *Sully*
    - This project will design and construct approximately 900 linear feet of a shared use path on the north side of Braddock Road between Cedar Break Drive and the new trail connection created from the I-66 project to the east of Big Rocky Run. This project will include the construction of a pedestrian and bicycle bridge over Big Rocky Run.
    - Estimate – $7.7 million
    - Smart Scale request - $15 million

9. Cedar Lane and Electric Avenue Intersection Improvements: *Providence*
    - The project scope includes roadway, drainage, and bicycle/pedestrian improvements at the Cedar Lane and Electric Avenue intersection. This includes the addition of northbound and southbound left-turn lanes on Cedar Lane, pavement widening to accommodate the addition of the northbound turn lane, and redesign of the eastbound right-turn lane on Electric Avenue. Bicycle and pedestrian access improvements include the addition of crosswalks, shared-use path/sidewalk connections, and a refuge island.
    - Estimate – $7.7 million
    - Smart Scale request - $15 million

10. Braddock Road Phase II: *Braddock*
    - The Braddock Road Phase II project includes improvements to intersections, signals, access management, and active transportation facilities along the limits of the project between Humphries Drive to Southhampton Drive.
    - Estimate – Currently Being Updated
    - Smart Scale request - $100 million*

* Requests are shown in amounts not to exceed $100 million. These projects will likely require more than $30 million, but updated estimates have not been finalized

Board Agenda Item
July 14, 2026

ADMINISTRATIVE – 4

Additional Time to Establish Use or Commence Construction for Special Exception SE-2022-SU-00030, Agape Property Management LLC (Sully District)

ISSUE:
Board consideration of additional time to establish use or commence construction for SE-2022-SU-00030, pursuant to the provisions of subsection 8100.3.D.(6) of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve 18 months additional time for SE-2022-SU-00030, to establish use or commence construction, to March 19, 2028.

TIMING:
Board action is requested on July 14, 2026, prior to the expiration date of September 19, 2026.

BACKGROUND:
Under subsection 8100.3.D.(6) of the Zoning Ordinance, if the use is not established or if construction is not commenced within the time specified by the Board of Supervisors, an approved special exception shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception. This request was filed on April 16, 2026, prior to the expiration date of September 19, 2026. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

The subject property, Tax Map 34-4 ((12)) C7, is a 3.79-acre undeveloped lot zoned C-4, AN, HC and WS and located at 3870 Centerview Drive in Chantilly. (See locator map, Attachment 1). The property is located in the Dulles Business Park, which is east of the intersection of U.S. Route 50 and U.S. Route 28, and north of the intersection of U.S. Route 50 and Centreville Road. The property is located along the east side of Thunderbolt Place. On March 19, 2024, the Board of Supervisors approved Special Exception SE-2022-SU-00030, subject to development conditions (See Clerk's letter, Attachment 2). The application was filed in the name of Agape Property Management

LLC, to permit development of an independent living facility (which was proposed to meet affordability requirements), adult day care center, and a reduction in the loading space requirement for the site.

The SE was approved with a condition requiring that the use be established, or construction be commenced and diligently prosecuted, within 30 months of the approval date unless the Board granted additional time. The SE is due to expire, without notice, on September 19, 2026, if the use has yet to be established or construction has yet to commence. On April 16, 2026, the Department of Planning and Development (DPD) received a letter, from Michelle Rosati, agent for the Applicant, requesting 18 months of additional time to March 19, 2028 (See Attachment 3).

According to the Applicant's letter, additional time is necessary to establish use or commence construction due to complexity and financing of the project. Since the approval of the SE, there has been ongoing coordination with finance partners and regulatory agencies to finalize critical finance requirements associated with the project's affordability commitment, including a Virginia Housing requirement related to the proffered conditions for the accompanying rezoning, RZ-2022-SU-00013. The requested additional time will ensure that the Applicant can proceed with construction in an orderly and compliant manner while maintaining full adherence to the governing zoning plan. The Applicant is requesting an additional 18 months to ensure the SE remains valid and allow the Applicant to establish use or commence construction.

Staff reviewed SE-2022-SU-00030 and determined that the proposal is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit an independent living facility and adult daycare within the C-4 zoning district. Further, staff knows of no change in land use circumstances which should require the filing of a new SE application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the SE. Finally, the conditions associated with the Board's approval of SE-2022-SU-00030 are still appropriate and remain in full force and effect. The Applicant has demonstrated that they are pursuing development of the property in good faith, and (as noted) are working towards meeting affordability financing requirements. Staff believes that approval of the request for 18 months additional time is in the public interest and recommends that it be approved. In the absence of demonstrated efforts to establish use or commence construction, further requests for additional time may not be appropriate.

EQUITY IMPACT:
None.

Board Agenda Item
July 14, 2026

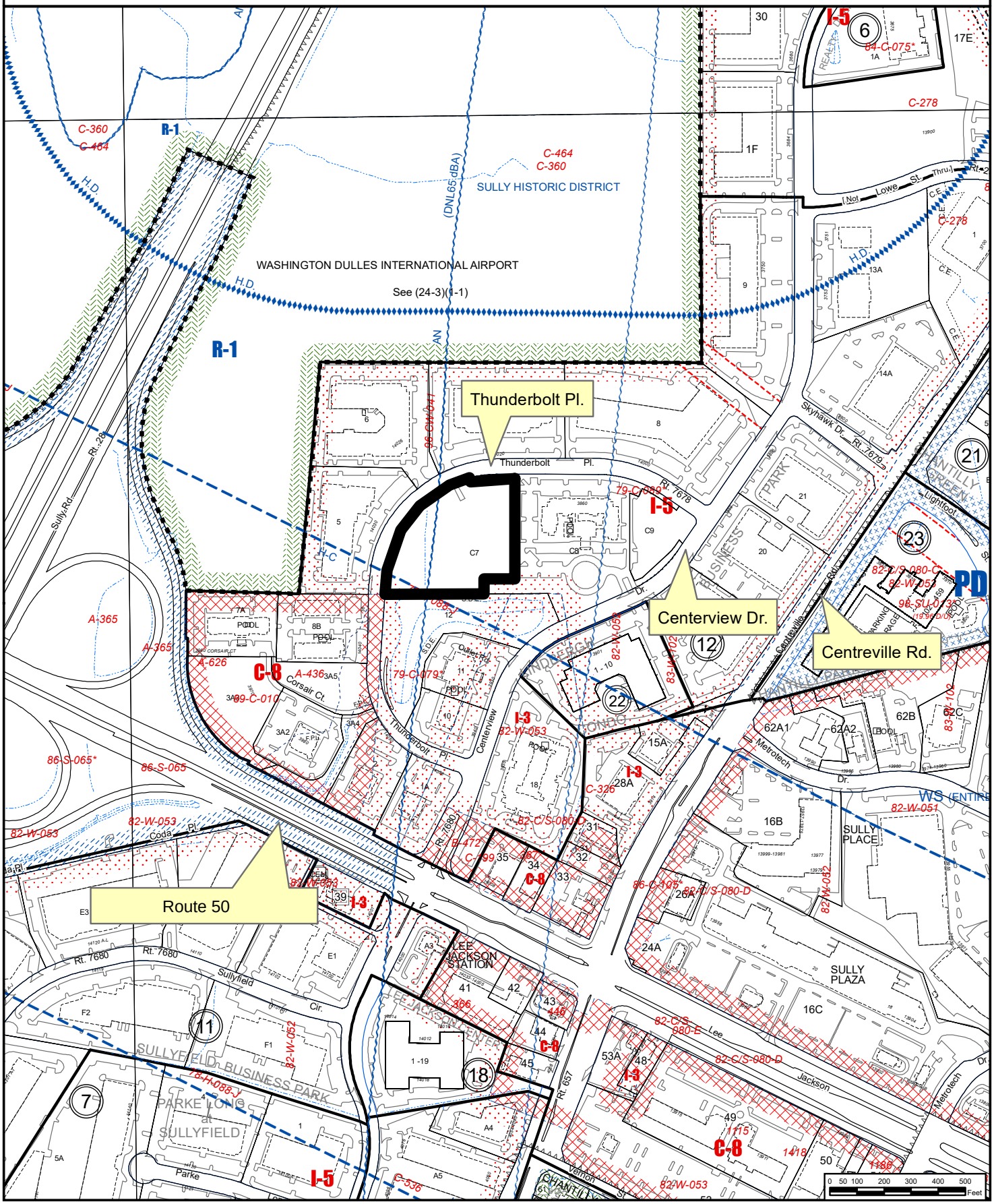
FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Clerk's Letter dated March 28, 2024, to Michael D. Van Atta
Attachment 3: Letter dated April 16, 2026, to Leslie Johnson

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Suzanne Wright, Director, Zoning Evaluation Division (ZED), DPD
Cathy Belgin, Chief, Conformance Review & Acceptance Branch, ZED, DPD
Lauren Hall, Staff Coordinator, ZED, DPD

Special Exception
SE-2022-SU-00030

Agape Property Management LLC



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods, and diverse communities of Fairfax County

March 28, 2024

Michael D. Van Atta
McGuireWoods LLP
1750 Tysons Boulevard, Suite 1800
Tysons, VA 22102

RE: Proffered Condition Amendment, Rezoning, Special Exception, and Special Exception Amendment Applications PCA 79-C-089-02 (Rezoning Plan Application and Amendment RZPA 2022-SU-00129), RZ 2022-SU-00013, SE 2022-SU-00030, and SEA 00-Y-017-02 - Agape Property Management LLC
Sully District

Dear Mr. Van Atta:

Enclosed you will find copies of the Ordinances adopted by the Board of Supervisors at a regular meeting held on March 19, 2024. The Board approved Proffered Condition Amendment Application PCA 79-C-089-02 (Rezoning Plan Application and Amendment RZPA 2022-SU-00129).

The Board also approved Rezoning Application RZ 2022-SU-00013, subject to the executed proffers dated February 20, 2024, as attached.

The Board also approved Special Exception Application SE 2022-SU-00030, subject to the development conditions dated January 25, 2024, as attached.

The Board also approved Special Exception Amendment Application SEA 00-Y-017-02.

The Board also:

- Approved a modification of the Zoning Ordinance to allow a reduction in loading spaces from three to one

For additional information, please visit https://plus.fairfaxcounty.gov/CitizenAccess/ or contact the Zoning Evaluation Division at (703) 324-1290.

Department of Clerk Services
Clerk for the Board of Supervisors
12000 Government Center Parkway, Suite 552
Fairfax, Virginia 22035
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 711
Email: clerktothebos@fairfaxcounty.gov
http://www.fairfaxcounty.gov/bosclerk

Sincerely,

Jill G. Cooper
Clerk for the Board of Supervisors

Cc: Supervisor Kathy L. Smith, Sully District
Thomas Reed, Director, Real Estate Division, Dept. of Tax Administration
David Pellegrino, Assistant Director, Real Estate Division, Dept. of Tax Administration
Suzanne Wright, Director, Zoning Evaluation Division, Dept. of Planning and Development
Drew Hushour, Deputy Zoning Administrator, Dept. of Planning and Development
Michael Liddle, Director, GIS Services, Department of Information Technology
Jeff Hermann, Chief, Site Analysis and Transportation Planning Division, FCDOT
Samantha Hudson, Park Planning Branch Manager, FCPA
Abdi Hamud, Program Administrator, DHCD/Design Development Division
Leanna O'Donnell, Director, Office of Facilities Planning Services, FCPS
Michael Guarino, Chief Capital Projects Sections, Dept. of Transportation
Morgan Wolfe, Chief, Bonds & Agreements, Land Development Services

Attachments

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at Fairfax, Virginia, on March 19, 2024, the following ordinance was adopted:

AN ORDINANCE AMENDING THE ZONING ORDINANCE PROFFERED CONDITION AMENDMENT APPLICATION PCA 79-C-089-02 (REZONING PLAN APPLICATION AND AMENDMENT RZPA 2022-SU-00129) (CONCURRENT WITH REZONING APPLICATION RZ 2022-SU-00013, SPECIAL EXCEPTION APPLICATION SE 2022-SU-00030, AND SPECIAL EXCEPTION AMENDMENT APPLICATION SEA 00-Y-017-02)

WHEREAS, Agape Property Management LLC filed in the proper form an application to amend the proffers for RZ 79-C-089 hereinafter described, by amending conditions proffered and accepted pursuant to Virginia Code Ann., §15.2-2303(a), and

WHEREAS, at a duly called public hearing the Planning Commission considered the application and the propriety of amending the Zoning Ordinance in accordance therewith, and thereafter did submit to this Board its recommendation, and

WHEREAS, this Board has today held a duly called public hearing and after due consideration of the reports, recommendation, testimony, and facts pertinent to the proposed amendment, the Board is of the opinion that the Ordinance should be amended,

NOW, THEREFORE, BE IT ORDAINED, that that certain parcel of land situated in the Sully District, and more particularly described as follows (see attached legal description):

Be and hereby is further restricted by the amended conditions proffered and accepted pursuant to Virginia Code Ann., §15.2-2303(a), which conditions are incorporated into the Zoning Ordinance as it affects said parcel, and

BE IT FURTHER ENACTED, that the boundaries of the Zoning Map heretofore adopted as a part of the Zoning Ordinance be, and they hereby are, amended in accordance with this enactment, and that said zoning map shall annotate and incorporate by reference the additional conditions governing said parcels.

GIVEN under my hand this 19th day of March, 2024.

Jill G. Cooper
Clerk for the Board of Supervisors

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at Fairfax, Virginia, on March 19, 2024, the following ordinance was adopted:

AN ORDINANCE AMENDING THE ZONING ORDINANCE REZONING APPLICATION RZ 2022-SU-00013 (CONCURRENT WITH PROFFERED CONDITION AMENDMENT APPLICATION PCA 79-C-089-02 (REZONING PLAN APPLICATION AND AMENDMENT RZPA 2022-SU-00129), SPECIAL EXCEPTION APPLICATION SE 2022-SU-00030, AND SPECIAL EXCEPTION AMENDMENT APPLICATION SEA 00-Y-017-02)

WHEREAS, Agape Property Management LLC filed in the proper form an application requesting the zoning of a certain parcel of land herein after described, from the I-5, AN, HC and WS Districts to the C-4, AN, HC and WS Districts, and

WHEREAS, at a duly called public hearing the Planning Commission considered the application and the propriety of amending the Zoning Ordinance in accordance therewith, and thereafter did submit to this Board its recommendation, and

WHEREAS, this Board has today held a duly called public hearing and after due consideration of the reports, recommendation, testimony, and facts pertinent to the proposed amendment, the Board is of the opinion that the Ordinance should be amended,

NOW, THEREFORE, BE IT ORDAINED, that that certain parcel of land situated in the Sully District, and more particularly described as follows (see attached legal description):

Be and hereby is, zoned to the C-4, AN, HC and WS Districts and said property is subject to the use regulations of said C-4, AN, HC and WS Districts and further restricted by the conditions proffered and accepted pursuant to Virginia Code Ann., §15.2-2303(a), which conditions are in addition to the Zoning Ordinance regulations applicable to said parcel, and

BE IT FURTHER ENACTED, that the boundaries of the Zoning Map heretofore adopted as a part of the Zoning Ordinance be, and they hereby are, amended in accordance with this enactment, and that said zoning map shall annotate and incorporate by reference the additional conditions governing said parcel.

GIVEN under my hand this 19th day of March, 2024.

Jill G. Cooper
Clerk for the Board of Supervisors

APPROVED DEVELOPMENT CONDITIONS

SE 2022-SU-00030

JANUARY 25, 2024

The Board of Supervisors approved SE-2022-SU-00030 to permit an independent living facility and adult day care located at Tax Map 34-4 ((12)) C7, subject to the following development conditions:

1. This Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land.

2. Development of the application site will be in substantial conformance with the General Development Plan/Special Exception Plat entitled "Agape House", prepared by VIKA Virginia, LLC, dated June 29, 2022 and revised through January 5, 2024, and these conditions. Minor modifications may be permitted pursuant to Sect. 8100.5. of the Zoning Ordinance.

3. This special exception will automatically expire, without notice, thirty (30) months after the date of approval unless the use has been established or construction has commenced and been diligently prosecuted. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

This approval, contingent on the above noted conditions, shall not relieve the applicants from compliance with the provisions of any applicable ordinances, regulations or adopted standards. The applicant is responsible for obtaining the required Non-Residential Use Permit through established procedures, and this Special Exception is not valid until this has been accomplished.

The approval of this special exception also does not interfere with abrogate or amend any easements, covenants, or other agreements between parties, as they may apply to the property subject to this application.

ALTMILLER
MELNICK
DEMERS
STEELE
&ROSATI PLC

John C. Altmiller
Paul H. Melnick
Christopher B. DeMers†
Heather R. Steele†
Michelle A. Rosati

Rebekah S. Green

† Admitted in VA, DC & MD

April 16, 2026

Leslie Johnson
Zoning Administrator
Fairfax County Department of Planning & Development
Zoning Administration Division
12055 Government Center Parkway, Suite 807
Fairfax, VA 22035

Re: Additional Time Request - SE-2022-SU-00030
Fairfax County Tax Map Reference: 34-4 ((12)) C7
Applicant: Agape Property Management, LLC

Dear Ms. Johnson,

Agape Property Management, LLC (the "Applicant") is requesting an extension of eighteen (18) months for SE 2022-SU-00030 (the "Special Exception") in order to commence the first phase of construction for the approved project. The request is made in accordance with the provisions of Section 8100.3.D(6)(b) of the Fairfax County Zoning Ordinance that permit the Zoning Administrator to approve an extension to commence construction.

On March 19, 2024, the Board of Supervisors approved RZ 2022-SU-00013, PCA 79-C-089-02 (RZPA 2022-SU-00129), SE 2022-SU-00030, and SEA 00-Y-017-02. The Special Exception permits the use of an independent living facility and adult day care located at Tax Map 34-4 ((12)) C7. Pursuant to the Approved Development Conditions, the Special Exception is scheduled to automatically expire thirty (30) months after the date of approval unless the approved use has been established or construction has commenced and been diligently prosecuted. Based on the approval date (March 19, 2024), the current expiration date of the Special Exception is September 19, 2026, unless an extension is granted.

The Applicant requests an additional eighteen (18) months, extending the expiration date to March 19, 2028, in order to allow sufficient time to finalize remaining pre-construction activities and initiate the first phase of construction. This extension is necessary due to the complexity of the project, including ongoing coordination with financing partners and regulatory agencies. The Applicant is actively working with their JV partner, Wellington Development Partners, LLC, and Virginia Housing to finalize critical financing requirements associated with the project's affordable housing commitment. This coordination includes a Virginia Housing requirement to confirm that the affordability provisions set forth in Proffer 6.A for the accompanying rezoning, RZ 2022-SU-00013, will be administered in a manner consistent with Virginia Housing tax credit requirements.

The requested extension will ensure that the Applicant can proceed with construction in an orderly and compliant manner while maintaining full adherence to the approved General Development Plan / Special Exception Plat titled "Agape House," prepared by VIKA Virginia, LLC, dated June 29, 2022, and revised through January 5, 2024. The extension is requested solely to provide additional time to initiate construction and implement the approved development.

Please let me know if you need additional information or have any questions with respect to this request.

Very truly yours,

ALTMILLER MELNICK
DEMERS STEELE
& ROSATI PLC



Michelle A. Rosati
mrosati@altmillerlaw.com

Board Agenda Item
July 14, 2026

ADMINISTRATIVE – 5

Extension of Review Period for 2232 Application for Edsall Substation (Mason District)

ISSUE:
Extension of review period for 2232 application to ensure compliance with review requirements of *Section 15.2-2232 of the Code of Virginia.*

PROJECT DESCRIPTION:
Dominion Energy is requesting 2232 approval to construct a proposed electrical distribution substation facility to serve the adjacent data center complex and electrical demands of the surrounding area. The extension period request is to allow the applicant, county agency review, and the Planning Commission sufficient time to complete the 2232 review. During the first round of review, the applicant required a considerable amount of time to prepare responses to staff's review comments, resulting in the need for staff to extend the application review timeframe.

The review period for the following application should be extended:

2232-2025-MA-00007	Dominion Energy Tax Map No. 81-2 ((1)) 7 6295 Edsall Road, Alexandria, VA 22312 Mason District Accepted July 30, 2025 Initial Board extension granted on September 9, 2025 Current extension will expire on July 25, 2026 Requesting extension to April 30, 2027

RECOMMENDATION:
The County Executive recommends that the Board extend the review period for the following application: 2232-2025-MA-00007.

TIMING:
Board action is requested on July 14, 2026, to extend the review period for the application prior to the expiration of the review period on July 25, 2026.

Board Agenda Item
July 14, 2026

BACKGROUND:
Subsection B of Section 15.2-2232 of the Code of Virginia states: “Failure of the commission to act within 60 days of a submission, unless the time is extended by the governing body, shall be deemed approval.” The full length of an extension period may not be necessary, and any extension is not intended to set a date for final action.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
None.

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Salem Bush, Branch Chief, Public Facilities and Development Review Branch, Planning Division, (DPD)
Mohamed Ali, Planner II, Public Facilities and Development Review Branch, Planning Division, (DPD)

Board Agenda Item
July 14, 2026

ADMINISTRATIVE – 6

Board Approval for Various County Agencies to Utilize Funding from the Opioid Settlement Direct Distribution Funds for Initiatives Supporting Opioid Abatement Activities

ISSUE:
Board of Supervisors approval is requested to utilize $2,097,742 in opioid settlement Direct Distribution funds for two new initiatives supporting opioid abatement. Both initiatives were discussed during the November 25, 2025 Update on Opioid Settlement Implementation presentation to the Board's Safety and Security Committee with additional information provided in the June 2026 "Continuing Progress in Declining Local Opioid Overdoses" memo (see Attachment 1). The two new initiatives are as follows:

- *Fairfax Opioid Abatement and Recovery (FOAR) Request for Proposal*
  The County will issue a request for proposal (RFP) for community organizations to access opioid settlement funds for services, interventions or strategies that are allowable under national and state opioid settlement requirements; enhance/expand the County's FY26-28 Opioid Response Plan; and, focus on demographic groups with higher numbers/rates of opioid overdose (lead agency: Department of Neighborhood and Community Services (NCS)/Fairfax-Falls Church Community Services Board (CSB)). Total funding of $2.0 million will be utilized to issue contracts through this RFP.

- *Regional FY27 Opioid Abatement Authority (OAA) Cooperative Partnership Project*
  A regional FY27 Opioid Abatement Authority Cooperative Partnership project titled 'Recover Out Loud' which is an anti-stigma campaign that will be guided by a community advisory group. Loudoun County Mental Health, Substance Abuse & Developmental Services is the fiscal agent in partnership with the Counties of Fairfax, Arlington and Prince William and the Cities of Alexandria, Falls Church, and Fairfax. The County's share of this project is $97,742.

RECOMMENDATION:
The County Executive recommends that the Board approve the use of the opioid settlement Direct Distribution funds for the 1) FOAR RFP and 2) Fairfax County's local match for the FY27 OAA Cooperative Partnership 'Recover Out Loud' project (fiscal agent: Loudoun County).

TIMING:
Board action is requested on July 14, 2026.

BACKGROUND:
The County may access opioid settlement funds in two ways (see Attachment 2). First, under the Statewide MOU, the County is automatically paid an allocation of settlement funds directly by the settlement administrator. This is the County's Direct Distribution. Second, the County receives monies deposited in the Opioid Abatement Fund and administered by the Virginia Opioid Abatement Authority (OAA). The County may access these OAA funds in several ways: the Noncompetitive Individual Share; Competitive Cooperative Projects; and OAA's Gold Standard financial incentive (the Gold Standard).

Since 2024, Fairfax County has used opioid settlement funds for eight projects, including several that will continue to be funded with opioid settlement funds in FY 2027 and future years (see Attachment 3). As discussed during the November 25, 2025 presentation to the Board's Safety and Security Committee, there are sufficient Direct Distribution funds to advance the two new initiatives. This Board Item allocates approximately $2.1 million in Direct Distribution funds as described below.

Fairfax Opioid Abatement and Recovery (FOAR) Request for Proposal (RFP)
$2 million dollars in Direct Distribution funds will be allocated for contracts awarded as a result of this RFP process to enable community organizations to access opioid settlement funds for services, interventions or strategies that are allowable under national and state opioid settlement requirements; enhance/expand the County's FY26-28 Opioid Response Plan; and focus on demographic groups with higher numbers/rates of opioid overdose. The RFP will be released in summer 2026 with awards expected to be made in fall/winter 2026. There are no restrictions on offeror eligibility; all types of community organizations, including but not limited to non-profits, can submit offers.

This is the first issuance of this RFP, which has been crafted to allow maximum flexibility for community partners to submit proposals for allowable opioid abatement services, interventions, or strategies they identify as most needed/impactful. As such, the exact number of awards and award amount will depend on the proposals received. It is anticipated that awards for allowable costs will range from approximately $100,000 to $300,000 per year with an initial contract term of two years and three optional one-year renewals. The $2 million allocated through this Board Item will cover the initial contract term and option years for the awards. The multi-disciplinary Selection Advisory Committee is comprised of health and human services, public safety, and schools representatives. The FOAR RFP is being led by NCS and the Opioid Response Manager (CSB). In addition to standard County contract requirements, all contracts

receiving opioid settlement Direct Distribution funds through the FOAR RFP will be monitored to ensure alignment with national and state opioid settlement requirements. After contract awards are made, the Board will be notified of the projects that have received funding through this solicitation.

Regional FY27 Opioid Abatement Authority (OAA) Cooperative Partnership Project
$97,742 in Direct Distribution funds will be allocated for Fairfax County's local match for a new FY27 OAA Cooperative Partnership regional project. The fiscal agent is Loudoun County Mental Health, Substance Abuse & Developmental Services and the other participating jurisdictions include Arlington and Prince William Counties and the Cities of Alexandria, Falls Church, and Fairfax. The OAA Cooperative Partnership is a competitive application process to access state opioid settlement funds and requires partnership between two or more jurisdictions; a local match increases the application's competitiveness. In June 2026, the OAA awarded this project $400,000 in FY 2027 Cooperative Partnership grant funds to implement and manage 'Recover Out Loud,' a regional anti-stigma campaign that will be guided by a community advisory group. The seven participating localities have committed a total of $200,000 in local matches (including Fairfax County's local match of $97,742) resulting in a total of $600,000 for the project for the grant period (July 1, 2026 to June 30, 2027).

EQUITY IMPACT:
This administrative item aligns with multiple focus areas of the One Fairfax Policy. Both initiatives will expand and enhance services, interventions, and/or strategies for individuals and populations impacted by the opioid epidemic, including underserved and vulnerable populations. Additionally, both initiatives center around community input to address the opioid epidemic. The FOAR RFP is an opportunity for community organizations to access opioid settlement funds to fill critical gaps identified. The FY27 OAA Cooperative Partnership Project ('Recover Out Loud') will be guided by a diverse community advisory group to ensure the campaign is designed to effectively reduce stigma throughout the region.

FISCAL IMPACT:
A total of $2,097,742 in opioid settlement Direct Distribution funds will be utilized for two new initiatives supporting opioid abatement. The opioid settlement Direct Distribution funds sit in a reserve grant in the Federal-State Grant Fund and are reallocated to projects as they are approved by the Board of Supervisors. The County receives Direct Distribution funding throughout the year based on settlement agreements. Budget appropriation to the reserve grant is included in quarterly reviews and is based on the funding amount actually received. There is sufficient funding to address the existing projects as well as these two new initiatives.

CREATION OF NEW POSITIONS:
There are no new grant positions associated with this funding.

ENCLOSED DOCUMENTS:
Attachment 1: June 2026 Memorandum: Continuing Progress in Declining Local Opioid Overdoses
Attachment 2: Fairfax County Estimated Opioid Settlement Fund Distribution
Attachment 3: Fairfax County Opioid Settlement Funded Projects

STAFF:
Thomas Arnold, Deputy County Executive
Christopher A. Leonard, Deputy County Executive
Jordan Scheff, Executive Director, Fairfax Falls-Church Community Services Board (CSB)
Barbara Wadley-Young, Deputy Director, CSB
Lloyd Tucker, Director, Neighborhood and Community Services
Lee Ann Pender, Director, Department of Procurement and Material Management
Lisa Potter, Countywide Diversion Initiatives Director, CSB
Ellen Volo, Opioid Response Manager, CSB
Marla Zometsky, Cross-System Prevention Manager, CSB
Sara Miner, Cross-System Prevention Coordinator, CSB

ASSIGNED COUNSEL:
Elizabeth D. Teare, County Attorney
Patricia Moody McCay, Deputy County Attorney

County of Fairfax, Virginia

MEMORANDUM

DATE: June 8, 2026

TO: Board of Supervisors

FROM: Thomas Arnold
Deputy County Executive

Christopher A. Leonard
Deputy County Executive

SUBJECT: Continuing Progress in Declining Local Opioid Overdoses

Recently released preliminary statewide full-year 2025 drug overdose fatality data illustrate that statewide and local opioid overdose fatalities have significantly declined for the second consecutive year, consistent with national trends. [1] In the Fairfax Health District in 2025, there were 56 opioid overdose fatalities, a 22 percent reduction from 72 in 2024 and a cumulative 52 percent reduction from the record high of 117 in 2023. Further, this is the lowest annual number of opioid overdose fatalities in the Fairfax Health District since 2015. Non-fatal opioid overdose emergency department (ED) visits in the Fairfax Health District also decreased by about 16 percent in 2025 (244) compared to 2024 (290), in line with statewide trends.[2] The chart on the following page illustrates the year-to-year variation in fatal and non-fatal opioid overdoses in the Fairfax Health District.

[1] Virginia Department of Health Office of the Chief Medical Examiner, https://www.vdh.virginia.gov/content/uploads/sites/18/Quarterly-Drug-Death-Report-FINAL-Q4-2025.pdf https://www.cdc.gov/nchs/nvss/vsrr/drug-overdose-data.htm

[2] https://www.vdh.virginia.gov/drug-overdose-data/emergency-department/region-overdose-ed-visits/

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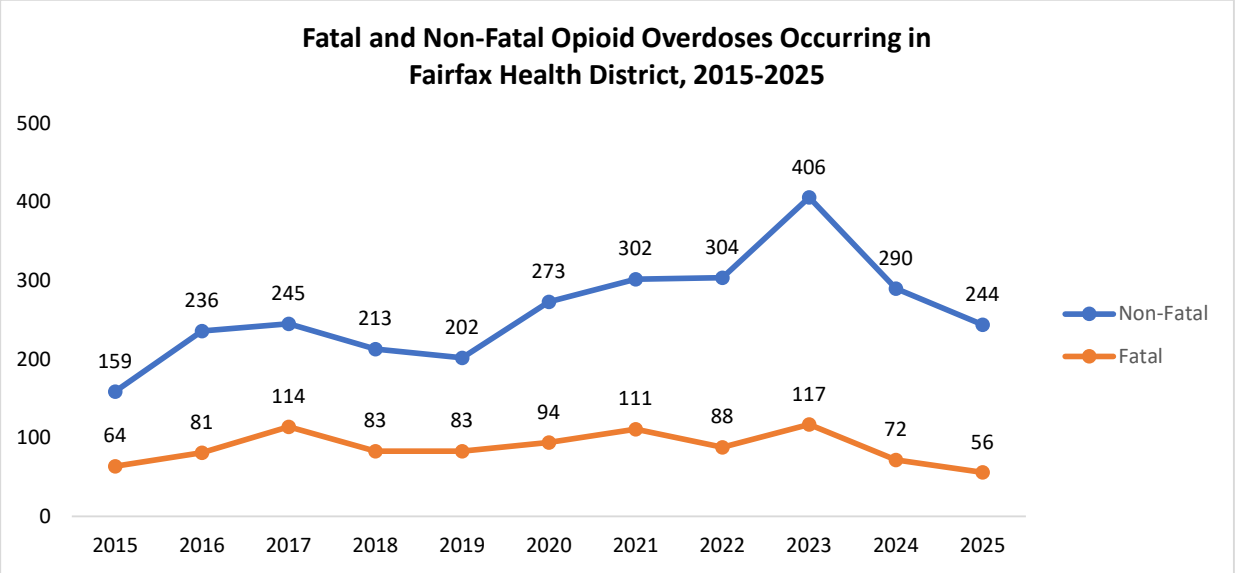


Source: Data on non-fatal opioid overdoses is from Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE), Virginia Department of Health. Data on fatal opioid overdoses is from the Office of the Chief Medical Examiner, Virginia Department of Health. Fatal overdose data for 2025 are preliminary and subject to change.

As in years past, fentanyl continues to be the primary opioid responsible for fatal and non-fatal overdoses in the Fairfax Health District, consistent with national and state trends. However, locally the percentage of fatal opioid overdoses involving fentanyl was lower in 2025 (84 percent) compared with that observed in 2024 (94 percent) and 2023 (94 percent). Fatal overdoses involving both opioids and cocaine continue to be the most common fatal polysubstance overdose combination in the Fairfax Health District, with 23 (41%) opioid deaths involving cocaine in 2025. More detailed data are available on the Health Department's Opioid Overdose Dashboard which is updated regularly.

From January 1 – May 31, 2026, the number of Fairfax County Fire and Rescue Department (FRD) suspected opioid complication/overdose patient encounters (all ages) is trending similar to the same time period in 2025, as is the number of ED visits for non-fatal opioid overdoses. The number of opioid overdoses (all ages) known to the Fairfax County Police Department (FCPD) is trending lower. While this is encouraging, the number of individuals and families impacted by opioid overdose and opioid use disorder (OUD) remains far too high – and past reductions do not guarantee future decreases.

The constantly evolving illicit drug supply continues to be a significant national challenge with the potential to reverse declining drug overdose trends. In recent months, the federal government has issued advisories for fentanyl mixed with emerging synthetic drugs, such as xylazine, nitazines, cychlorphine, and medetomidine, which are making the already deadly drug supply even more unpredictable and lethal, increasing the risk of fatal overdose and complicating overdose response. Other substances of concern are kratom and 7-hydroxymitragynine (7-OH; a concentrate of kratom that some describe as "an opioid

that can be more potent than morphine").[3] Notably, a new Virginia law takes effect on July 1, 2026 creating new safeguards for the sale of kratom products, including a ban on the sale of products with 7-OH levels exceeding a defined threshold. There are countless other lethal and highly dangerous novel substances detected by national drug surveillance programs. Yet, standard urine and forensic tests typically do not test for all of these emerging substances and it can take substantial time for a substance to be added to routine tests, making rapid state and local detection and response strategies extremely difficult.

Amidst the context of this national drug supply, significant work remains at the national, state and local levels to further drive down drug overdoses. The County's Opioid and Substance Use (OSU) Task Force, guided by the FY 26-28 Opioid Response Plan (the fourth iteration of the County's opioid work plan), will continue to advance programs/activities across six priority areas: Education and Prevention; Early Intervention and Treatment; Data and Monitoring; Criminal Justice and Enforcement; Harm Reduction; and Recovery. Collectively, these opioid programs/activities aim to reduce deaths from opioids; prevent opioid misuse; improve the quality of life of individuals impacted by OUD (including those with OUD and their family/friends); and use data to target and assess interventions. Select notable updates/milestones include:

- The March 2026 opening of the Northern Virginia Adolescent Treatment Center (NVATC) fills a significant gap in the regional substance use treatment continuum. As Board members may recall, Fairfax County is the fiscal agent for this regional Opioid Abatement Authority (OAA) Cooperative Partnership project with Acadia Healthcare and the five Northern Virginia Community Services Boards (CSBs). The facility is highlighted in this video of the ribbon-cutting.

- Two new initiatives utilizing opioid settlements are advancing, consistent with the November 2025 presentation to the Board's Safety and Security Committee:

    - Fairfax County has partnered with other Northern Virginia localities to apply for $400,000 in FY27 OAA Cooperative Partnership funds for a new regional stigma reduction campaign. Loudoun County is the fiscal agent and other participating jurisdictions include Arlington and Prince William Counties and the cities of Alexandria, Falls Church and Fairfax. The seven participating localities have committed a total of $200,000 in local match funds to increase the application's competitiveness. Awards will be announced in mid-June 2026; if the application is successful, a Board item allocating $97,742 in opioid settlement Direct Distribution funds for Fairfax County's portion of the local match will be included in an upcoming Board meeting agenda.

    - A request for proposals (RFP) process is in development for community organizations to access opioid settlement funds through awarded contracts for services. It is anticipated that these services would include interventions or strategies that align with national opioid settlement requirements, enhance/expand the County's FY26-28 Opioid Response Plan, and focus on demographic groups with higher numbers/rates of opioid overdose.

[3] U.S. Food and Drug Administration, FDA Takes Steps to Restrict 7-OH Opioid Products Threatening American Consumers | HHS.gov

The RFP will be released in summer 2026 with awards expected to be made in fall/winter 2026. A Board Item allocating $2 million in opioid settlement Direct Distribution funds for this RFP will be included in an upcoming Board meeting agenda.

- Continued strong collaboration with Fairfax County Public Schools (FCPS) on substance use prevention and intervention efforts, including expansion of FCPS' Become Unskippable campaign (funded with Fairfax County opioid settlement dollars) over the next school year. Additionally, FCPS has critical processes in place to rapidly respond to school-connected opioid overdoses and adverse substance use-related incidents, including life-saving administration of naloxone by FCPS staff; proactive, timely community messaging about school-connected overdose incidents; connection to treatment/ resources for impacted students/families; and support services for the broader school community.

- The Fairfax Prevention Coalition (FPC), the OSU Task Force's community engagement arm, in February 2026 launched a new Falls Church-based Youth Team comprised of youth in the Culmore neighborhood. This new team builds upon the FPC's existing substance use prevention work by expanding opportunities for young people to engage in leadership and community-based activities. FPC recently supported members' participation in an event focused on gang and substance use prevention during which youth were trained on opioid overdose response and received naloxone. Youth and adult community members interested in participating in the FPC can get more information and apply here.

- The Fire and Rescue Department is planning to launch a field buprenorphine induction pilot in late summer/early fall 2026. Eligible individuals encountered by EMS for a non-fatal opioid overdose will be offered buprenorphine (a medication for opioid use disorder (MOUD)) and connected with the CSB's Addiction Medicine Clinic for ongoing community-based MOUD treatment. Following an opioid overdose, most patients are taken to the hospital, where MOUD is often offered. This pilot targets those who decline transport, aiming to bridge the gap in access to MOUD. Other jurisdictions in Virginia and across the country have similar efforts underway.

Additional information for community members on County resources and the County's opioid response is available on this County web site and in this April 2026 NewsCenter article. If you have any questions on the County's opioid response and/or use of opioid settlement funds, please contact Ellen Volo, Opioid Response Manager, at 703-324-7073 or Ellen.Volo@fairfaxcounty.gov.

cc: Bryan J. Hill, County Executive
Michelle Reid, FCPS Superintendent
Christina Jackson, Deputy County Executive / Chief Financial Officer
Ellicia Seard-McCormick, Deputy County Executive
Jennifer L. Miller, Deputy County Executive
Toni Zollicoffer, Chief Equity Officer
Gloria Addo-Ayensu, Director, Health Department
Michael Becketts, Director, Department of Family Services

John S. Butler, Chief, Fire and Rescue Department
Tony Castrilli, Director, Office of Public Affairs
Kevin Davis, Chief, Police Department
Terri Edmunds-Heard, Assistant Superintendent, FCPS
Phil Hagen, Director, Department of Management and Budget
Stacey Kincaid, Sheriff, Sheriff's Office
Lee Ann Pender, Director, Department of Procurement and Material Management
Lisa Potter, Countywide Diversion Initiatives Director
Elizabeth Teare, County Attorney
Matt Thompson, Director of the Court Service Unit, JDRDC
Lloyd Tucker, Director, Neighborhood and Community Services
Barbara Wadley-Young, Acting Executive Director, Fairfax-Falls Church CSB
Ellen Volo, Opioid Response Manager

Fairfax County
Estimated Opioid Settlement Fund Payments FY 2022 - FY 2039

Allocated $2.58M for FY24-25 funding for: substance use prevention campaign; community dialogue sessions; contract positions for the jail-based MOUD program; research study of jail-based MOUD program; and YMAT-E. Additional $2.2M allocated to: expand the substance use prevention campaign in SY26-27; continue contract positions for the jail-based MOUD program through FY29; and, cover higher than anticipated FY26 YMAT-E expenses. Additional efforts are underway to use $2 million for a competitive RFP process and $97,742 for Fairfax County's local match for an FY27 OAA Cooperative Partnership project led by Loudoun County.

Fairfax FY24 local match for Regional Youth Detox Project; funding for Recovery Court 18-25 y.o. track (FY24-FY27) and YMAT-E (FY26-FY27).

	Cities/Counties Direct Share	From Opioid Abatement Authority (OAA)							
	*Non-Competitive/Direct Distribution**	*OAA Non-Competitive/ Needs Approval*						*Competitive*	
		Individual OAA Share			*Gold Standard (25% Incentive)*				
	Received/ Projected Total	Projected Amount Available	Awarded	Remaining Balance Available	Projected Amount Available	Awarded	Remaining Balance Available	**Cooperative Partnership Award (Youth Detox/Residential Treatment)**	
FY 2022	$352,634	$0	$0	$0	$0	$0	$0	$0	
FY 2023	$2,232,365	$807,787	$0	$807,787	$201,947	$0	$201,947	$0	
FY 2024	$2,753,077	$935,055	$863,988	$878,853	$233,764	$201,947	$233,763	$0	
FY 2025	$1,655,711	$400,665	$157,804	$1,121,714	$100,166	$0	$333,930	$0	
FY 2026	$2,454,275	$399,501	$951,776	$569,440	$99,875	$324,794	$109,011	$0	
FY 2027	$1,261,095	$443,880	$1,007,481	$5,838	$110,970	$219,981	$0	$1,000,000	
FY 2028	$973,966	$338,600	$0	$338,600	$84,650	$0	$84,650	NOTES	
FY 2029	$1,342,790	$473,835	$0	$473,835	$118,459	$0	$118,459		
FY 2030	$1,348,648	$476,569	$0	$476,569	$119,142	$0	$119,142	*Services began spring 2026	
FY 2031	$1,266,257	$444,497	$0	$444,497	$111,124	$0	$111,124	*Regional annual local match of $1.86M; of that, Fairfax portion= $1.1M	
FY 2032	$1,179,080	$412,542	$0	$412,542	$103,135	$0	$103,135		
FY 2033	$1,088,424	$379,301	$0	$379,301	$94,825	$0	$94,825	*Future Cooperative Award funding pending OAA approval	
FY 2034	$843,741	$300,139	$0	$300,139	$75,035	$0	$75,035		
FY 2035	$843,741	$300,139	$0	$300,139	$75,035	$0	$75,035	*Fairfax also participating in the FY27 Recover Out Loud OAA Cooperative Partnership (fiscal agent: Loudoun County)	
FY 2036	$788,374	$281,868	$0	$281,868	$70,467	$0	$70,467		
FY 2037	$655,025	$232,973	$0	$232,973	$58,243	$0	$58,243		
FY 2038	$458,594	$232,973	$0	$232,973	$58,243	$0	$58,243		
FY 2039	$458,594	$168,151	$0	$168,151	$42,038	$0	$42,038		

Funds will be used to partially cover recurring costs of YMAT-E and Recovery Court 18-25

FY 2022 - FY 2026 amounts are confirmed; future year amounts are estimates and subject to adjustments/downward revision that occur at the national level.

**Includes McKinsey and HSI "Locality Only" payments*

More information on Fairfax County's opioid settlement-funded projects is available at: https://www.fairfaxcounty.gov/topics/opioid-settlement-funds

Source:Virginia Office of the Attorney General, Virginia Opioid Abatement Authority and Fairfax County

Attachment 3

Fairfax County Opioid Settlement Funded Projects*
Status as of 6/16/2026

Project	Amount	Type of Funding	Involves Procurement?	Status Update
Fairfax Recovery Court Young Adult Track Expansion (CSB, w/ Circuit Court, Sheriff's Office, State Probation, Office of the Public Defender, and Commonwealth's Attorney)	FY24-25 OAA award: $213,739 FY26 OAA award: $163,000 FY27 OAA award: $169,689	OAA Individual Share	No	OAA award funds a treatment coordinator position. First Young Adult Court docket held in 8/2024.
Jail-Based Medication for Opioid Use Disorder (MOUD) Impact on Post-Release OD and Recidivism Study (Sheriff's Office, w/ GMU)	FY24-25 expenditure: $43,636 (*final)*	Direct Distribution	Yes	Sheriff's Office contracted with GMU for study. Report completed.
Contract Behavioral Health Providers (2) for Individuals with Opioid Use Disorders in the Adult Detention Center (CSB, w/ Sheriff's Office)	$600,000 allocated for FY24-26 $960,000 allocated for FY27-29	Direct Distribution	Yes	Funds cover 2 temporary contract positions (periodic staff turnover). In FY24-26, spent ~$400,000. Remaining funds and and additional $960,000 will continue this service in FY27-29.
Contract Nurse Practitioner (1) to Prescribe MOUD and Provide Chronic Care Treatment in the Adult Detention Center (Sheriff's Office)	$473,200 allocated for FY24-26 $960,000 allocated for FY26-29	Direct Distribution	Yes	1 of 1 temporary contract position filled (periodic staff turnover). In FY24-26, spent ~$370,000. Remaining funds and additional $960,000 will continue this service in FY27-FY29.
Prevention Campaign and Anti-Stigma Initiative (FCPS)	FY24 allocation: $260,000 FY26 allocation: $245,000	Direct Distribution	Yes	FCPS contracted w/ a vendor to develop Become Unskippable (launched in 24/25 school year). In FY24-26, spent ~$234,000; remaining $26,000 and additional $245,000 will be used to expand the campaign in SY26-27.
Community Dialogue Sessions to Identify and Address the Root Causes of Youth Substance Use (Healthy Minds Fairfax)	FY 24 allocation: $24,000	Direct Distribution	Yes	Final report completed in 2025. In FY24-26, spent about $20,000.
Youth Medication Assisted Treatment (MAT) Expansion (YMAT-E) (CSB)	FY24-25 allocation: $1.2 million FY26 OAA award: $1.1 million (plus $67,022 in Direct Distribution funds) FY 27 OAA award: $1,057,774 (plus $179,009 in Direct Distribution funds)	OAA Individual Share/Gold Standard (GS) Direct Distribution	No	Funding covers 8 staff positions and operating expenses. YMAT-E clinic opened in 6/2024.
Regional Project: Youth Detox, Residential Treatment, and Crisis Stabilization Service (CSB)	FY26 Contract: $4.55 million FY27 Contract: $3.8 million FY27 OAA Cooperative Partnership award: $1 million	OAA Individual Share/GS and Cooperative Partnership Local Matching Funds Medicaid Revenue	Yes	Contract awarded to vendor in spring 2025 following two unsuccessful RFP processes; services began in spring 2026 (www.nvatc.com). In FY 24-25, spent ~$33,500 on building design/engineering. FY26 expenses covered by FY24-FY26 regional local matches. Regional annual local match amount is $1.86M; of that, Fairfax County's portion is $1.1M.

*Additional efforts in planning phases to use $2 million for a competitive RFP process and $97,742 for Fairfax County's local match for an FY27 OAA Cooperative Partnership project led by Loudoun County.

Board Agenda Item
July 14, 2026

ADMINISTRATIVE – 7

Authorization to Advertise a Public Hearing to Consider Amendments to Chapter 122 (Tree Conservation Ordinance), Article 9 (Tree Commission) of the Code of the County of Fairfax, Virginia

ISSUE:
Board of Supervisors authorization to advertise a public hearing on proposed amendments to Fairfax County Code Chapter 122, Tree Commission. As a result of the proposed amendments, the Fairfax County Tree Commission would be dissolved. The advisory capacity of the Tree Commission for the focus areas of trees and natural resources will be assumed by a restructured Environmental Commission.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for August 25, 2026, at 4:30 p.m. to consider the proposed amendments to Fairfax County Code Chapter 122.

TIMING:
Board action is requested on July 14, 2026, to advertise the public hearing on August 25, 2026, at 4:30 p.m. to consider the proposed amendments to Fairfax County Code Chapter 122.

BACKGROUND:
On February 20, 2024, Chairman McKay and Supervisor Smith introduced a Joint Board Matter to initiate a comprehensive review of Fairfax County's Boards, Authorities and Commissions (BACs), which was approved unanimously by the Board of Supervisors. The comprehensive review of existing BACs was requested to ensure their original purpose is still relevant to the community, to ensure that the BACs are fulfilling their purpose, and to identify opportunities to reduce any redundancies in the work of the BACs. Supervisor Smith and Sully District staff worked with the Office of the County Executive to thoroughly review the County's BACs and provide recommendations to the Board of Supervisors. The recommendations include ways to ensure continued contributions from our community through a well-organized and high performing BAC system, reduce redundancies and inefficiencies and improve the efficiency, effectiveness, and diversity of the BAC system.

As part of the BAC review, the first step that was conducted as part of the review of environmental BACs was to ensure that Fairfax County remains dedicated to its environmental priorities that have been expanded and enhanced over time.

The Tree Commission was established in 1973 and is staffed by the Department of Public Works and Environmental Services' (DPWES) Urban and Community Forestry Division (UCFD). Its purpose, as stated in Chapter 122-9-1 of the Code is to:

1. Advise the Board of Supervisors on actions it might take to protect, improve and expand the urban forest across Fairfax County.
2. Review and comment at its discretion on selected actions being considered by the Planning Commission, the Board of Zoning Appeals, the Fairfax County Schools and Board, the Fairfax County Park Authority and Board, and any other County or related agencies that may impact the urban forest.
3. Report annually to the Board of Supervisors on the administration and implementation of ordinances, policies and programs regarding:
    A. Tree preservation and planting requirements of the Code of Ordinances and the Public Facilities Manual.
    B. County agencies' design, installation and maintenance of natural landscapes pursuant to the Board of Supervisors' Natural Landscaping Policy.
    C. Activities of public and private entities to promote tree planting and care on private property.
4. Recommend to the Board of Supervisors improvements to the Fairfax County Tree Action Plan as appropriate.
5. Represent the Board of Supervisors in the Community of Practice established in accordance with the Fairfax Tree Action Plan.
6. Provide outreach on behalf of the Board of Supervisors to private organizations and County citizens regarding the benefits of protecting, improving and expanding Fairfax County's urban forest.

The Commission has 15 seats, including representatives for each magisterial district and an at-large seat appointed by the Chairman's office. In addition, there is one representative for each of the following: EQAC, Northern Virginia Soil and Water Conservation District, Park Authority, Virginia Department of Extension and Continuing Education, and the Virginia Department of Forestry. Terms are three years long, and the group meets monthly.

Since the 1973 formation of the Tree Commission and the Office of the Arborist, Fairfax County has increased its work to preserve tree canopy through various means. County staff expertise on trees and environmental matters has grown significantly and programs and policies have been created and expanded. In 1992, the County formed a

specialized group (now UCFD) to focus on this topic area. UCFD has evolved and expanded over time and was rebranded in 2024 to better reflect its localized public outreach and green initiatives. This division currently sits within DPWES. In 2006 and 2008, the Board of Supervisors adopted its first countywide Tree Action Plan and its Tree Conservation Ordinance, respectively. It should be noted that Fairfax County will maintain its Tree City USA designation for a 44th consecutive year in Board Calendar Year 2026 through the ongoing efforts of DPWES' Urban and Community Forestry Division (UCFD). The County also established the Office of Environmental and Energy Coordination (OEEC) in 2019, a department focused specifically on the environment, streamlining cross-organizational implementation of the County's major environmental, energy and climate policies. In 2023, a Forest Conservation Branch was integrated into Land Development Services to streamline forestry reviews during the planning process. The evolution of staff functions around the topic of trees and natural resources highlights a continued focus on the environment.

Community participation on the topic of trees has also expanded since the formation of the Tree Commission. UCFD's Tree Community of Practice was formed in 2019, originating in the Tree Action Plan. The purpose of this group is to bring together public agencies, residents, and private stakeholders to collaboratively protect the County's urban canopy. UCFD will continue to manage this group, which has been successful in its collaborative approach between stakeholders. In addition, DPWES is pursuing additional mechanisms for conducting professional outreach to the community through the Virginia Cooperative Extension (VCE) program, which has been used successfully in other related efforts. The Resilient Fairfax Community Advisory Group, managed by OEEC, is an additional way that residents may participate in the County's environmental work. This group is composed of residents, BAC representatives, and representatives from various organizations to ensure equitable and representative climate resilience planning and implementation.

As a result of the BAC review, the scope of the Tree Commission was found to overlap with the Environmental Quality Advisory Council (EQAC), which serves the Board of Supervisors as a general environmental advisory body. To maximize the efficiency of staff resources and the contributions of people willing to serve on BACs, the Office of the County Executive recommended a restructuring of the County's environmental BACs. It is recommended that EQAC is restructured to form the Environmental Commission to advise the Board of Supervisors on environmental matters, combining elements of the Tree Commission and EQAC, and that the Tree Commission is dissolved. The restructured Environmental Commission will advise the Board on actions it may take to protect, conserve, and enhance Fairfax County's natural environment and its resilience given the impacts of climate change on current and future generations including at least one Commissioner with expertise in forestry and natural resources, and for this topic to be part of each annual Work Plan for the group. As a result of this

intentional focus on trees and natural resources, UCFD coordinated and confirmed with the Virginia Department of Forestry, the state's delegated administrator for the Tree City USA program, that the newly restructured Environmental Commission will fulfill the program's board/commission requirements. As a result, Fairfax will continue to adhere to the Tree City requirements and strive to maintain our designation in future years even with this restructuring.

Based on the overlap in scope with the Environmental Quality Advisory Council, the proposed restructure of EQAC into the Environmental Commission, and the County's continued and expanded prioritization of environmental and specific tree-related work, the Office of the County Executive recommends that the Board adopt the proposed amendment to County Code Chapter 122 and dissolve the Commission.

EQUITY IMPACT:
The comprehensive review of the BACs that identified these BACs for dissolution supports the County's Strategic Outcome Area: Effective and Efficient Government (EEG). Two EEG strategies are related to the BAC dissolution: "Review and improve the structure, operations and impact of county boards, authorities and commissions to better reflect the current needs and demographics of the county" (EEG 7), and "Ensure diverse representation and inclusiveness in power and decision-making opportunities" (EEG 16). In addition to the dissolutions proposed in this Item and in the comprehensive review overall, additional recommendations were proposed for the system of BACs to promote BAC composition that more closely reflect the diversity of the County related to race/ethnicity, gender, age, and other characteristics. Recommendations include capacity building, greater awareness of opportunities, and consideration of demographics in appointments to involve people who have been historically excluded in decision making. The proposed dissolutions represent one facet of this overall review that will make the BAC system more efficient, effective and diverse.

Members of the public will continue to have opportunities to provide their input on tree and other environmental topics through the work of the UCFD's Tree Community of Practice group, OEEC's Resilient Fairfax Community Advisory Group, as well as at regular public meetings of the restructured Environmental Commission. Additionally, there are numerous volunteer opportunities specifically related to tree advocacy and other environmental matters within Fairfax County. In addition, the restructured Environmental Commission will be tasked with promoting awareness of sound environmental practices and programs that advance county goals on behalf of the Board to private organizations and county residents; and providing a public forum that brings people together to discuss, act on, and intentionally incorporate diverse perspectives that reflect the county as a whole on environmental matters.

FISCAL IMPACT:
This action is projected to result in cost savings of approximately $20,000, previously allocated for meeting facilitation support, as well as saving about 600 staff hours per year.

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed Amendments to Fairfax County Code Chapter 122 – Strikethrough

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Jennifer Miller, Deputy County Executive
Christina Jackson, Chief Financial Officer/Deputy County Executive
William Hicks, Director, Land Development Services
Christopher Herrington, Director, Department of Public Works and Environmental Services
Brian Keightley, Director, Urban and Community Forestry Division, Department of Public Works and Environmental Services

ASSIGNED COUNSEL:
John A. Dorsey, Assistant County Attorney

AN ORDINANCE AMENDING
THE FAIRFAX COUNTY CODE BY REPEALING ARTICLE 9 OF CHAPTER 122,
RELATING TO THE TREE COMMISSION

AN ORDINANCE to amend the Fairfax County Code by repealing Article 9 of Chapter 122, relating to the Tree Commission.

Draft of June 15, 2026

Be it ordained by the Board of Supervisors of Fairfax County:

1. That Article 9 of Chapter 122 of the Fairfax County Code is repealed, as follows:

Chapter 122 – Tree Conservation Ordinance

~~**ARTICLE 9. Tree Commission.**~~

~~**Section 122-9-1. – Tree Commission.**~~

~~(a) *Purpose.* The purpose of the Tree Commission is to:~~

~~1. Advise the Board of Supervisors on actions it might take to protect, improve, and expand the urban forest across Fairfax County.~~

~~2. Review and comment, at its discretion, on selected actions being considered by the Planning Commission, the Board of Zoning Appeals, the Fairfax County Schools and School Board, the Fairfax County Park Authority and Park Authority Board, and any other County or County-related agencies that may impact the urban forest.~~

~~3. Report annually to the Board of Supervisors on the administration and implementation of ordinances, policies, and programs regarding:~~

~~A. Tree preservation and planting requirements of the Fairfax County Code and the Public Facilities Manual.~~

~~B. County agencies' design, installation, and maintenance of natural landscapes pursuant to the Board of Supervisors' Natural Landscaping Policy.~~

~~C. Activities of public and private entities to promote tree planting and care on private property.~~

~~D. Results from the Community of Practice as identified in the Fairfax County Tree Action Plan.~~

~~4. Recommend to the Board of Supervisors improvements to the Fairfax County Tree Action Plan as appropriate.~~

~~5. Represent the Board of Supervisors in the Community of Practice established in accordance with the Fairfax County Tree Action Plan.~~

6. Provide outreach on behalf of the Board of Supervisors to private organizations and county citizens regarding the benefits of protecting, improving, and expanding Fairfax County's urban forest.

(b) *Authority and Establishment.*

1. The Tree Commission was established by the Board of Supervisors on June 18, 1973, effective August 1, 1973.

2. The official title of this commission is the 'Fairfax County Tree Commission'.

(c) *Membership.*

1. The Board of Supervisors appoints the Tree Commission members. The Tree Commission may have no more than fifteen (15) members of the following composition: ten (10) citizens of the County nominated to represent each magisterial district and one at-large seat; and one representative from each of the following: Fairfax County Environmental Quality Advisory Council, Northern Virginia Soil and Water Conservation District, Fairfax County Park Authority, Fairfax County Office of Virginia Cooperative Extension, and Virginia Department of Forestry. Magisterial district representatives will be nominated by their District Supervisor and must live in the district they represent. The at-large seat will be nominated by the Chair of the Board of Supervisors and must be a Fairfax County resident.

2. Citizen members of the Commission are appointed to serve for a three (3) year term or until their successor has been appointed. An appointed successor to a vacancy serves only the unexpired portion of the term. Members may be reappointed to successive terms.

3. If a member is absent for three (3) consecutive meetings without sufficient cause, a letter will be sent to the Chairman of the Board of Supervisors asking for replacement of that member.

4. The removal or resignation or withdrawal of any or all members of the Tree Commission does not result in the dissolution of the Tree Commission.

(d) *Officers.*

1. The Tree Commission must have a Chairperson, Vice-Chairperson, Secretary, and such other officers that the Tree Commission elects from time to time.

2. Officers of the Tree Commission are to be elected once each year or when an officer withdraws from his post. An annual election meeting will be held as soon as appropriate after regular annual appointments are made.

3. The duties of the officers will be in general those defined in Robert's Rules of Order, modified as required to fit the purpose of the Tree Commission as documented in its Bylaws.

(e) *Meetings.*

1. Meetings of the Tree Commission are scheduled by the Chairperson, as needed, or upon the request of three (3) or more members. Meetings are held at a time and place to be designated by the Chairperson.

~~2. Robert's Rules of Order govern proceedings of the Tree Commission modified as required to fit the purpose of the Tree Commission as documented in its Bylaws.~~

~~(f) *Records.* The Tree Commission must keep records of all its proceedings, and the records must be made available for public inspection upon request.~~

~~(g) *Powers and Duties.*~~

~~1. The Tree Commission has the power to do any lawful acts or things reasonably necessary to carry out its purposes.~~

~~2. The Tree Commission develops and disseminates information for professional groups, developers, and citizens, and strives to inform the general public of the provisions of applicable ordinances, Board policies, and chapters of the Public Facilities Manual.~~

~~3. The Tree Commission assists the appropriate county agencies in the development and maintenance of the ordinances, the policies listed in the purpose section of this Article, and related documents which provide guidance for persons involved in planting, preserving, protecting, or replacing trees and other components of healthy forests and natural vegetation.~~

~~4. The Tree Commission presents an annual report to the County Executive and Board of Supervisors that includes:~~

~~A. A description of activities conducted.~~

~~B. A report of ongoing and anticipated activities.~~

~~C. An evaluation of the experience of the administration and implementation of the provisions set forth in applicable ordinances, Board policies, and chapters of the Public Facilities Manual including: an appraisal of the strength and comprehensiveness of the provisions; recommendations to improve implementation; and judgment as to how it is being interpreted by the public and by those affected by the requirements of these provisions.~~

~~5. The Tree Commission will be provided working facilities by the County Executive. Where required, the Tree Commission will be provided with assistance from other County agencies.~~

~~6. The Tree Commission may divide itself into ad hoc committees as the Chairperson may direct or the Tree Commission may resolve, and those ad hoc committees may acquire additional assistance from any sources as required to perform assignments so long as they are consistent with applicable ordinances, Board policies, and chapters of the Public Facilities Manual.~~

~~7. The Tree Commission may enact bylaws as may be required to aid in its efficient operation.~~

2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity will not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

3. That the Department of Public Works and Environmental Services will take all steps necessary to fully dissolve the Tree Commission, including retention of all records of the Tree Commission as required by Virginia law.

4. That the provisions of this ordinance will take effect upon adoption.

GIVEN under my hand this _____ day of _____, 2026.

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
July 14, 2026

ADMINISTRATIVE – 8

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Pleasant Valley Road Shared Use Path (Sully District)

ISSUE:
Authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of the Pleasant Valley Road Shared Use Path. Funding for this project is provided in Project 2G40-088-091 (aka ST-000036-013) (CSYP Bike & Pedestrian Program), in Fund 40011, C&I Transportation Projects.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors (Board) authorize advertisement of a public hearing for August 25, 2026, at 4:30 p.m. for the proposed acquisition.

TIMING:
Board action is requested on July 14, 2026, to provide sufficient time to advertise the proposed public hearing on the acquisition of these land rights necessary to keep this project on schedule.

BACKGROUND:
The project will construct an approximately 0.92 mile long, ten-foot wide asphalt shared use path along the east side of Pleasant Valley Road. The project connects two existing dead-end paths.

Land rights for these improvements are required on 12 properties, including six of the 12 properties owned by the Fairfax County Park Authority. Land rights on one of the 12 properties have already been acquired by The Department of Public Works and Environmental Services' Land Acquisition Division (LAD). The construction of this project requires the acquisition of Dedications for Public Street Purposes, Storm Drainage Easement, NOVEC Easement, and Grading Agreement and Temporary Construction Easement.

Negotiations are in progress with the five remaining affected private property owners. Since resolution of acquisitions for the five properties is not imminent, it may be

necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, Va. Code Ann. Sections 15.2-1901 through 15.2-1905 (as amended). Pursuant to these provisions, a public hearing is required before property interests can be acquired in such an accelerated manner.

EQUITY IMPACT:
The Pleasant Valley Road Shared Use Path will close an approximately 0.92-mile gap between two existing paths, providing a continuous, safer pedestrian and bicycle connection along the Pleasant Valley Byway corridor between western Centreville and Chantilly. The project supports the One Fairfax Policy focus area of a multi-modal transportation system that provides accessible mobility solutions based on the principles of sustainability, diversity, and community health.

The project area is within a low vulnerability index block (1.25), with most residents being homeowners. Based on the location, design, and acquisition process, no inequities have been identified, the completed facility will be open and accessible to all users.

Because this action authorizes advertisement of a public hearing, it directly supports the One Fairfax Policy's commitment to community involvement in the planning and implementation of County initiatives. The public hearing provides a transparent opportunity for the interests, ideas, and values of affected property owners, corridor users, and the broader public to be heard and considered before the Board acts on the proposed acquisitions. Notice will be advertised in accordance with County procedures, consistent with the Policy's direction that public participation processes be inclusive and seek to overcome barriers (geography, language, time, design) that may limit participation.

LAD focuses on equity of process. The equity impact of the LAD process is positive, with the focus of cost evaluation, offer, and negotiation being on tax assessment and comparable land sales rather than on the owner of record. This approach ensures that all property owners are treated equitably, regardless of demographic characteristics, ownership history, or their capacity to negotiate. LAD staff engage property owners in their preferred method of communication and at times that are agreeable to the owner.

As a result of both the project location and design, as well as the process to obtain land rights, the overall impact of this action provides a positive equity impact.

FISCAL IMPACT:
Funding is available in Project 2G40-088-091 (aka ST-000036-013) (CSYP Bike & Pedestrian Program) and 40011, C&I Transportation projects. This project is included in the Adopted FY 2027 – FY 2031 Capital Improvement Program (With future Fiscal Years to FY 2036). No additional funding is being requested from the Board.

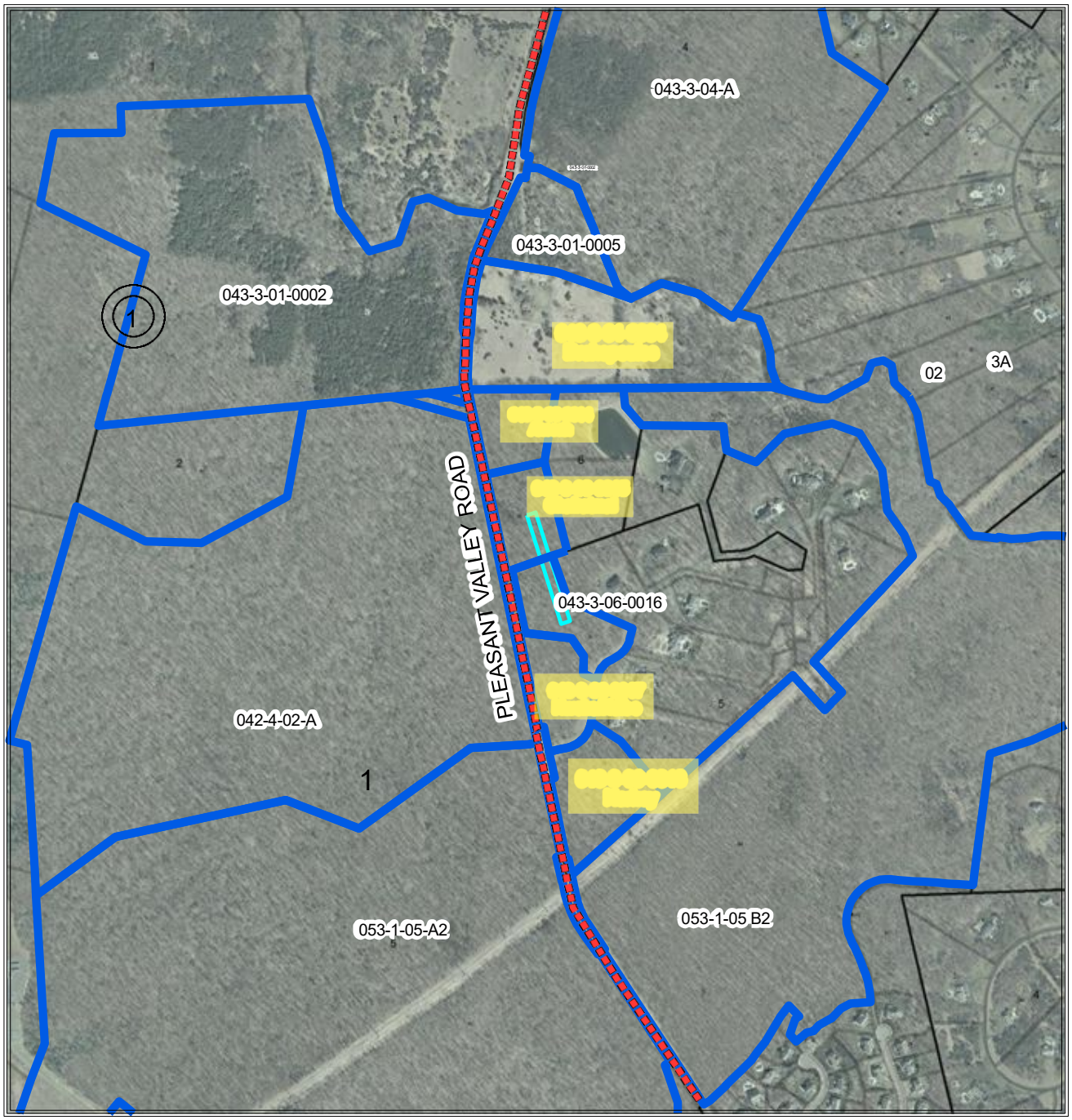
ENCLOSED DOCUMENTS:
Attachment A - Project Location Map
Attachment B - Listing of Affected Properties

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Gregg Steverson, Director, Fairfax County Department of Transportation
Tiya Raju, Deputy Director, DPWES, Capital Facilities, (CAP)
Dennis M Cate, Director, DPWES, CAP, Land Acquisition Division

ASSIGNED COUNSEL:
Hayden Codding, Assistant County Attorney

ATTACHMENT A

3



PLEASANT VALLEY ROAD WALKWAY
ELKLICK RUN TO DOMINION POWER LINES

Project ST-000036-013

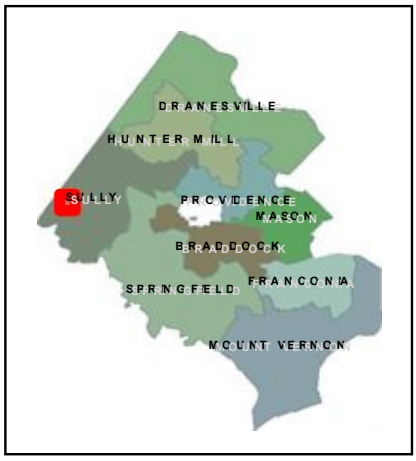
Tax Map: 042-4, 043-3, 053-1

Sully District

Affected Properties:

Proposed Improvements:

0 0.1 0.2 0.4 Miles



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ATTACHMENT B

LISTING OF AFFECTED PROPERTIES
Project 2G40-088-091 (AKA Project ST-000036-013)
Pleasant Valley Road Shared Use Path
(Sully District)

PROPERTY OWNER(S)

1. Mohammad A. Ghairatmal — 043-3-06-0015

   Address:
   15801 Morgans Hamlet Court
   Centreville, VA 20120

2. Richard Brian Harkey & — 043-3-06-0018
   Jacklyn Elizabeth Harkey, Co-Trustees of the
   The Richard Brian Harkey Revocable Trust
   Dated December 9, 2021

   Address:
   15629 Jillians Forest Way
   Centreville, VA 20120

3. Kimberly W. Drakopoulos and — 043-3-01-0004
   Jason. Drakopoulos, Co-Trustees of
   The Kimberly W. Drakopoulos Trust Dated April 2, 2024
   and the Jason Drakopoulos Trust Dated April 2, 2024;
   Northern Virginia Conservation Trust

   Address:
   5605 Pleasant Valley Road
   Centreville, VA 20120

4. Roland O. Akosah and Pearl O. Akosah, Co-Trustees of — 043-3-06-0014
   the Roland O. Akosah Revocable Trust Dated April 13,
   2018 as amended and Completely Restated on August
   18, 2023, and the Pearl O. Akosah Revocable Living Trust
   Dated April 13, 2018 as Amended and Completely
   Restated on August18, 2023

Address:
15800 Morgans Hamlet Court
Centreville, VA 20120

5. Uzodinma Ndibe 043-3-06-0017
Elizabeth Nwoke

Address:
15628 Jillians Forest Way
Centreville, VA 20120

Board Agenda Item
July 14, 2026

ADMINISTRATIVE – 9

Authorization to Advertise a Public Hearing on a Proposal to Prohibit Through Truck Traffic on Crowell Road and Browns Mill Road (Hunter Mill District)

ISSUE:
Board authorization to advertise a public hearing, to be held on Tuesday, August 25, 2026, at 4:30 p.m., for the purpose of endorsing the following roads to be included in the Residential Traffic Administration Program (RTAP) for a through truck traffic restriction:

- Crowell Road and Browns Mill Road, between Hunter Mill Road and Beulah Road (Hunter Mill District).

RECOMMENDATION:
The County Executive recommends the Board authorize advertisement of a public hearing for the purpose of endorsing Crowell Road and Browns Mill Road, between Hunter Mill Road and Beulah Road, be included in the RTAP for a through truck traffic restriction.

TIMING:
The Board should take action on July 14, 2026, to provide sufficient time for advertisement of the proposed public hearing scheduled for August 25, 2026, at 4:30 p.m.

BACKGROUND:
On April 6, 2026, the Hunter Mill District Supervisor's Office requested that staff work with the Virginia Department of Transportation (VDOT) to implement a through truck traffic restriction on Crowell Road and Browns Mill Road, between Hunter Mill Road and Beulah Road. The request stemmed from safety concerns of residents in the area related to increased truck traffic utilizing these roads as a shortcut to get to Leesburg Pike (Route 7). A reasonable alternate route has been identified (Attachment 1) for Crowell Road and Browns Mill Road and would start at the intersection of Beulah Road and Browns Mill Road, travel north along Beulah Road to the intersection of Leesburg Pike (Route 7) and Beulah Road, continue west on Leesburg Pike (Route 7) to the intersection of Leesburg Pike (Route 7) and Baron Cameron Avenue, travel southwest along Baron Cameron Avenue to the intersection of Hunter Mill Road and Baron

Cameron Avenue, and continue south on Hunter Mill Road to reach Crowell Road.

Section 46.2-809 of the *Code of Virginia* provides that a local governing body may, after holding a duly advertised public hearing, formally request that the Commonwealth Transportation Board or its designee (VDOT) prohibit or restrict through truck traffic on a primary or secondary road. Pursuant to this statute, a resolution formally requesting the restriction of through truck traffic on Crowell Road and Browns Mill Road (Attachment 2) has been prepared for adoption and transmittal to VDOT, which will conduct the formal engineering study of the through truck restriction request. Based on the findings of the formal engineering review, VDOT will determine whether the through-truck restriction request may advance to be review by the Commonwealth Transportation Board.

EQUITY IMPACT:
The project area is located within two census tracts (4819 and 4601) identified in the 2021 Vulnerability Index Both census tracts are considered to have an overall low vulnerability. However, individual indicators show Median Income, Homeownership and Severely Rent Burdened are rated as high or very high vulnerability. There are no inequities identified.

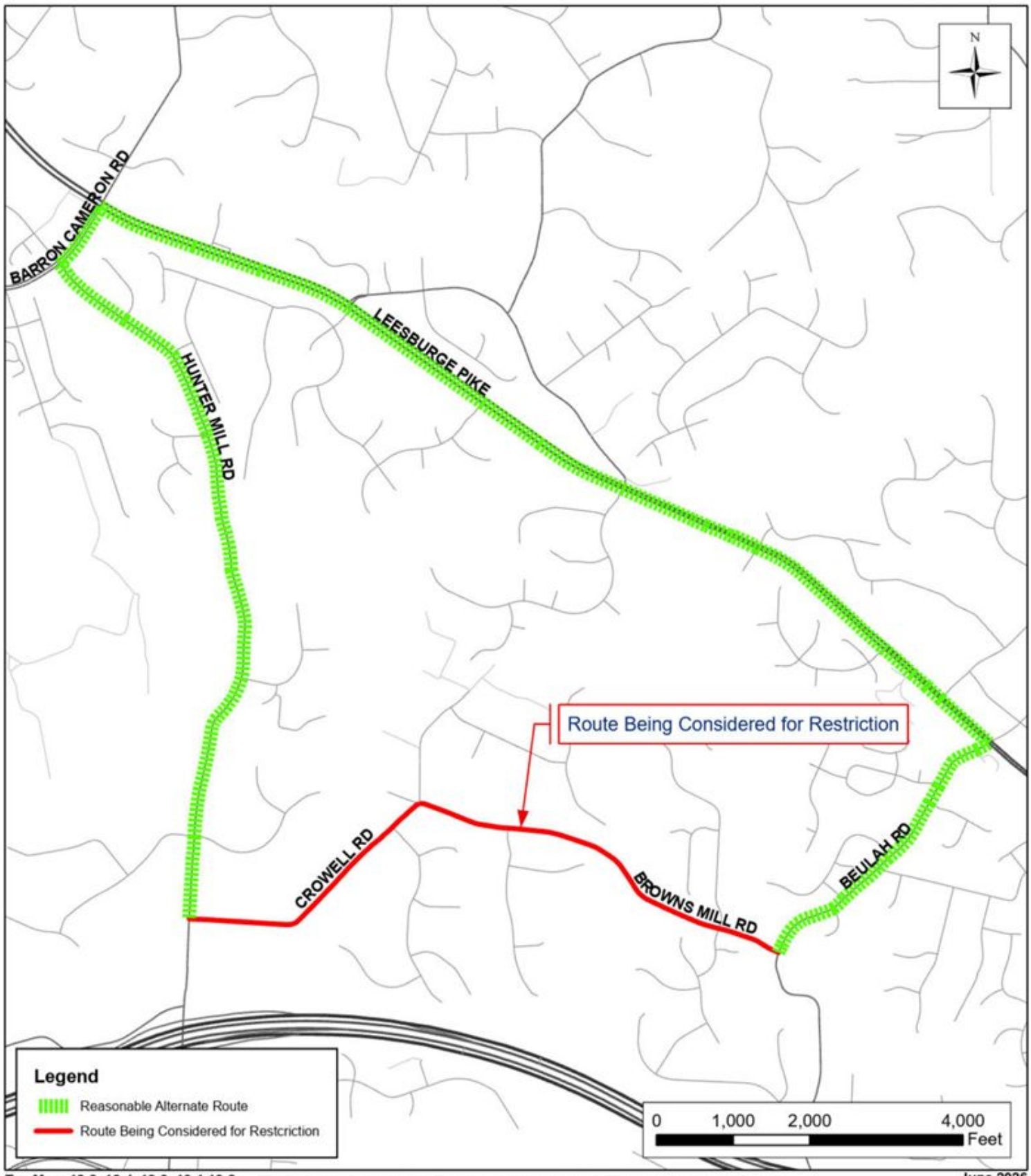
FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Crowell Road and Browns Mill Road Alternate Route TTR Map
Attachment 2: Resolution TTR Crowell Road and Browns Mill Road

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT
Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT
Ryan O'Carroll, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT
Joseph Compher, Police Officer II, Fairfax County Police Department
Stephen Cicinato, Police Sergeant, Fairfax County Police Department

Board Agenda Item
July 14, 2026

ASSIGNED COUNSEL:
Peter Basanti, Assistant County Attorney



Tax Map: 12-3, 12-4, 13-3, 18-1,18-2
18-3, 18-4, 19-1, 19-3

June 2026

Fairfax County Department of Transportation
Residential Traffic Administration Program
Proposed Through Truck Restriction
Crowell Road and Browns Mill Road
Hunter Mill District

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)THROUGH TRUCK TRAFFIC RESTRICTION
CROWELL ROAD AND BROWNS MILL ROAD
HUNTER MILL DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, August 25, 2026, at which a meeting quorum was present and voting, the following resolution was adopted:

WHEREAS, Crowell Road and Browns Mill Road are primary state roadways located between Beulah Road and Browns Mill Road in the Hunter Mill District of Fairfax County; and

WHEREAS, the residents of Fairfax County who live along Crowell Road and Browns Mill Road have expressed concerns regarding the negative impacts associated with through truck traffic on these roadways in Fairfax County; and

WHEREAS, a reasonable alternate route has been identified in Fairfax County for Crowell Road and Browns Mill Road, starting at the intersection of Beulah Road and Browns Mill Road, travel north along Beulah Road to the intersection of Leesburg Pike (Route 7) and Beulah Road, continue west on Leesburg Pike (Route 7) to the intersection of Leesburg Pike (Route 7) and Baron Cameron Avenue, travel southwest along Baron Cameron Avenue to the intersection of Hunter Mill Road and Baron Cameron Avenue, and continue south on Hunter Mill Road to reach Crowell Road; and

WHEREAS, it is the intent of the Fairfax County Board of Supervisors to ensure that the proposed through truck restriction in Fairfax County be enforced by the Fairfax County Police Department; and

WHEREAS, a duly noticed public hearing was held pursuant to Section 46.2-809 of the *Code of Virginia*;

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, has determined that in order to promote the health, safety, and general welfare of the citizens of Fairfax County, it is beneficial to prohibit through truck traffic on Crowell Road and Browns Mill Road in Fairfax County, as part of the County's Residential Traffic Administration Program (RTAP).

FURTHER BE IT RESOLVED, that the Commonwealth Transportation Board or its designee is hereby formally requested to take necessary steps to enact this restriction.

ADOPTED this 25th day of August, 2026.

A Copy Teste:

_____
Jill G. Cooper
Clerk to the Board of Supervisors

Board Agenda Item
July 14, 2026

ADMINISTRATIVE – 10

Authorization to Advertise a Public Hearing to Sublease Lahey Lost Valley House at 9750 Brookmeadow Drive in Connection with the Resident Curator Program (Hunter Mill District)

ISSUE:
Authorization of the Board of Supervisors to advertise a public hearing to sublease property owned by the Fairfax County Park Authority (FCPA) at 9750 Brookmeadow Drive in connection with the Resident Curator Program.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing regarding the proposed sublease of Lahey Lost Valley House to the Resident Curator.

TIMING:
Board action is requested on July 14, 2026, to provide sufficient time to advertise the proposed public hearing on August 25, 2026, at 4:00 p.m.

BACKGROUND:
In accordance with Va. Code § 15.2-2306, the Board approved the creation of the Resident Curator Program (Program) to address underutilized, publicly-owned historic properties by entering into long-term leases with qualified tenants who pledge to rehabilitate the property in accordance with federal standards established for the treatment of historic properties. The tenant under the lease (Resident Curator) agrees to complete the rehabilitation and provide ongoing maintenance and upkeep of the property for the duration of the lease in exchange for rent-free accommodation. The program is managed by the FCPA.

The state legislation requires that the Board serve as the landlord under the lease. Consequently, the FCPA will lease the property selected through the screening process established in the Program to the Board (Lease), and the Board will concurrently sublease the property to the Resident Curator (Sublease). The Sublease will contain detailed provisions on the rehabilitative workplan for the property; however, the responsibility for monitoring the Resident Curator's progress with the workplan and the Program will remain with the FCPA per the terms of the Lease.

The seventh property selected by the FCPA for inclusion in the Program is the Lahey Lost Valley House located at 9750 Brookmeadow Drive (Tax Map No. 0283 01 0008) in Vienna. Situated on 22 acres on a hill above a small stream valley, the property was originally part of a 547-acre plantation owned by the Gunnell family. The plantation house is a two-and-a-half story, gable brick hall-parlor residence constructed in the mid-eighteenth century with a two-story brick addition built in the 1940s. The approximately 2,000-square-foot structure contains a slate roof, hand-carved molding and six fireplaces. The property is listed on the County's inventory of historic sites.

The Resident Curators selected during the screening process for the Program are Michael Nakagaki and Sonja Lupescu. During the almost eight-year term of the Sublease, the Resident Curators will rehabilitate the residence to a livable condition using historically accurate materials and techniques.

Planned projects include restoration of historic architectural features, including masonry, windows, doors, flooring, plaster, and woodwork; repairs to the roof, drainage, and structural systems; upgrades to the mechanical, electrical, and plumbing systems; and rehabilitation of interior finishes throughout the residence. Limited stabilization and repair work to an associated accessory studio structure may be undertaken subject to separate review and approval, as applicable. The implementation of these renovations will be governed by a building conditions report and FCPA-approved workplan that will be incorporated into the terms of the Sublease. To facilitate public access, the Resident Curator will host an annual open house as well as create a social media presence to document the house's restoration and history.

In accordance with Board Policy and Va. Code § 15.2-1800, a public hearing is required prior to the leasing of any property owned or leased by the Board.

EQUITY IMPACT:
The inclusion of Lahey Lost Valley House in FCPA's resident curator program and the grant of the lease to the Resident Curators align with focus area 13 of the One Fairfax Policy, which advocates for the development of a parks and recreation system that provides quality facilities, programs, and services to all communities.

FISCAL IMPACT:
None. Any expenses associated with the Program or acting as landlord under the Sublease will be borne by the FCPA.

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map and Photo

Board Agenda Item
July 14, 2026

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Christopher Leonard, Deputy County Executive
Jai Cole, Director, Fairfax County Park Authority
Jose A. Comayagua, Jr., Director, Facilities Management Department
Mike Lambert, Assistant Director, Facilities Management Department

ASSIGNED COUNSEL:
Daniel Robinson, Deputy County Attorney

ATTACHMENT 1





Board Agenda Item
July 14, 2026

ADMINISTRATIVE – 11

Authorization to Advertise a Public Hearing to Expand Parking Restrictions on Boone Boulevard and Howard Avenue (Providence District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the area where certain parking is restricted on Boone Boulevard and Howard Avenue in the Providence District.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing for August 25, 2026, at 4:30 p.m., to consider an amendment to Appendix R of the Fairfax County Code (Attachment 1). This amendment will prohibit commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), and any trailer or semitrailer, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a), from parking on the north side of Boone Boulevard from the western property line of 8330 Boone Boulevard to Howard Avenue, and on Howard Avenue from Boone Boulevard to the Leesburg Pike Service Road, at all times.

TIMING:
Board action is requested on July 14, 2026, to provide sufficient time to advertise a public hearing for August 25, 2026, at 4:30 p.m.

BACKGROUND:
Fairfax County Code Section 82-5-37(5) authorizes the Board to designate restricted parking in non-residential areas where long term parking of vehicles diminishes the capacity of on-street parking for other uses.

The owner of the commercial parcels at 8300 - 8330 Boone Boulevard and 8219 Leesburg Pike contacted the Providence District office seeking assistance to restrict commercial vehicles, recreational vehicles, and trailers from parking on the unrestricted blocks of Boone Boulevard and Howard Avenue along their properties at all times. These portions of Boone Boulevard and Howard Avenue have historically been used for long-term parking of commercial vehicles and trailers.

The requested blocks were studied consistently over a 30-day period and staff found that long-term parking of commercial vehicles is occurring, thereby diminishing the capacity of on-street parking for other uses. Staff recommend parking restrictions for all commercial vehicles, recreational vehicles, and trailers along the north side of Boone Boulevard from the western property line of 8330 Boone Boulevard to Howard Avenue, and on Howard Avenue from Boone Boulevard to the Leesburg Pike Service Road, at all times.

A parking restriction on Howard Avenue from Old Courthouse Road to Boone Boulevard that prohibits parking of commercial vehicles, recreational vehicles, and trailers from 10:00 p.m. to 7:00 a.m. seven days a week, was approved by the Board of Supervisors on February 20, 2018.

Parking restrictions for other nearby segments of Boone Boulevard that prohibit parking of commercial vehicles, recreational vehicles, and trailers at all times were approved by the Board of Supervisors on July 25, 2023; March 18, 2025; and September 30, 2025. The proposed parking restriction will expand the existing restrictions to include the stated segments of Boone Boulevard and Howard Avenue.

EQUITY IMPACT:
Generally, the establishment of restrictions to prohibit parking of commercial vehicles, recreational vehicles, and trailers in commercial areas supports a dynamic and accessible commercial environment that benefits businesses, residents, and the wider community by eliminating long-term parking of these vehicles. However, parking restrictions in one area can lead to additional parking in other areas. At this time, there is insufficient information to determine an overall equity impact related to this change

FISCAL IMPACT:
Funding in the amount of approximately $1800 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Amendment to the Fairfax County Code, Appendix R (General Parking Restrictions)
Attachment 2: Area Map of Proposed Parking Restriction

Board Agenda Item
July 14, 2026

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Lisa Witt, Chief, Administrative Services, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects, and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT

ASSIGNED COUNSEL:
Peter Basanti, Assistant County Attorney

Attachment 1

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA

APPENDIX R

Amend *The Code of the County of Fairfax*, *Virginia,* by adding the following to Appendix R, in accordance with Section 82-5-37:

Boone Boulevard (Route 786)

Commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), and any trailer or semitrailer, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a), are restricted from parking on the north side of Boone Boulevard, from the western property line of 8330 Boone Boulevard to Howard Avenue, and from Howard Avenue to the southeastern property line of 8230 Boone Boulevard; and on the south side of Boone Boulevard, from the northeastern property line of 2051 Chain Bridge Road to the northeastern property line of 8301 Boone Boulevard, and from Howard Avenue to the southeastern property line of 8229 Boone Boulevard, ~~twenty-four hours per day, seven days a week~~ at all times.

Howard Avenue (Route 786)

Commercial vehicles, recreational vehicles, and trailers, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1, and 82-1-2(a)(50), are restricted from parking on Howard Avenue, from Boone Boulevard to Old Courthouse Road, from 10:00 p.m. to 7:00 a.m., seven days a week; and from Boone Boulevard to the Leesburg Pike Service Road, at all times.

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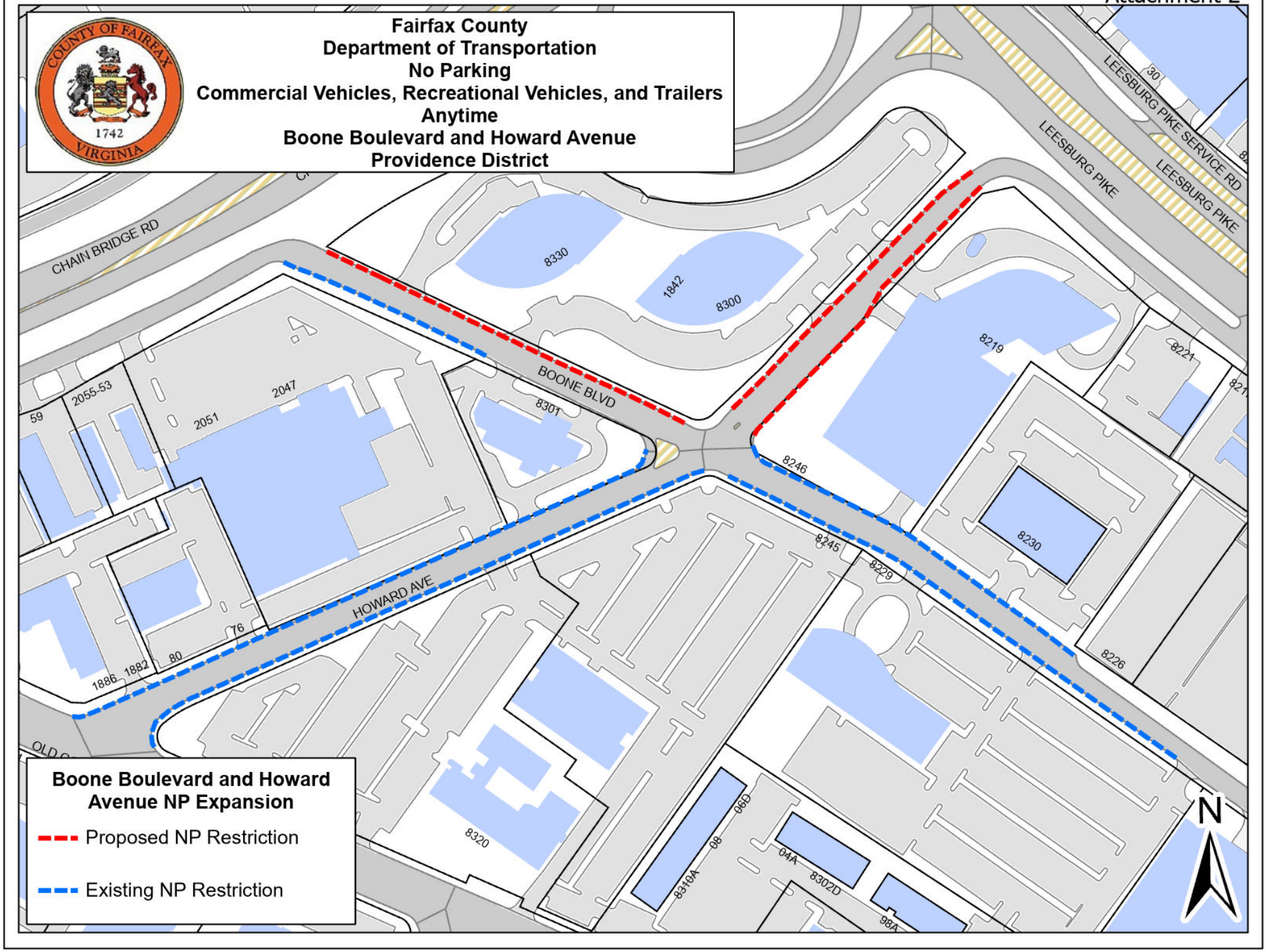
Attachment 2



Board Agenda Item
July 14, 2026

ADMINISTRATIVE – 12

Authorization to Advertise a Public Hearing to Consider an Ordinance Expanding the Lake Braddock Residential Permit Parking District, District 5 (Braddock District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Lake Braddock Residential Permit Parking District (RPPD), District 5, to include Cork Place, from Queen Victoria Court to both cul-de-sacs, inclusive; and Queen Victoria Court from Lake Braddock Drive to the cul-de-sac, inclusive.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing for August 25, 2026, at 4:30 p.m., to consider adoption of the proposed amendment to Appendix G to expand the Lake Braddock RPPD, District 5.

TIMING:
Board Action is requested on July 14, 2026, to provide sufficient time for advertisement of a public hearing for August 25, 2026, at 4:30 p.m.

BACKGROUND:
Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish and/or expand an RPPD encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 5 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that at least 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of $10 per petitioning address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

Residents of Queen Victoria Court and Cork Place have petitioned for the expansion of District 5 due to the large number of student vehicles parked on the residential street during school hours. Staff have verified that the petitioning blocks are within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of Lake Braddock High School and thus qualify for expansion of the RPPD. Staff have also verified that all other requirements to expand the RPPD discussed above have been met.

EQUITY IMPACT:
The project area is located within a very low vulnerability index. Approximately 11% of residents in this Census tract are in low-income occupations, and approximately 6% of the residents speak English less than well. Establishing residential parking restrictions to prohibit non-resident vehicles during restriction hours through community engagement and public hearing supports One Fairfax Focus Area 8 by fostering trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood. However, at this time, there is insufficient information to determine an overall equity impact related to this change.

FISCAL IMPACT:
Funding of approximately $3,200 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Amendment to the Fairfax County Code, Appendix G
Attachment 2: Map Depicting Proposed Expansion of Lake Braddock RPPD, District 5

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Lisa Witt, Chief, Administrative Services, FCDOT
Mena Nakhla, Equity Manager, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT

Board Agenda Item
July 14, 2026

ASSIGNED COUNSEL:
Peter Basanti, Assistant County Attorney

Attachment 1

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX G

Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following street block in Appendix G-5, Section (b)(2), Lake Braddock Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

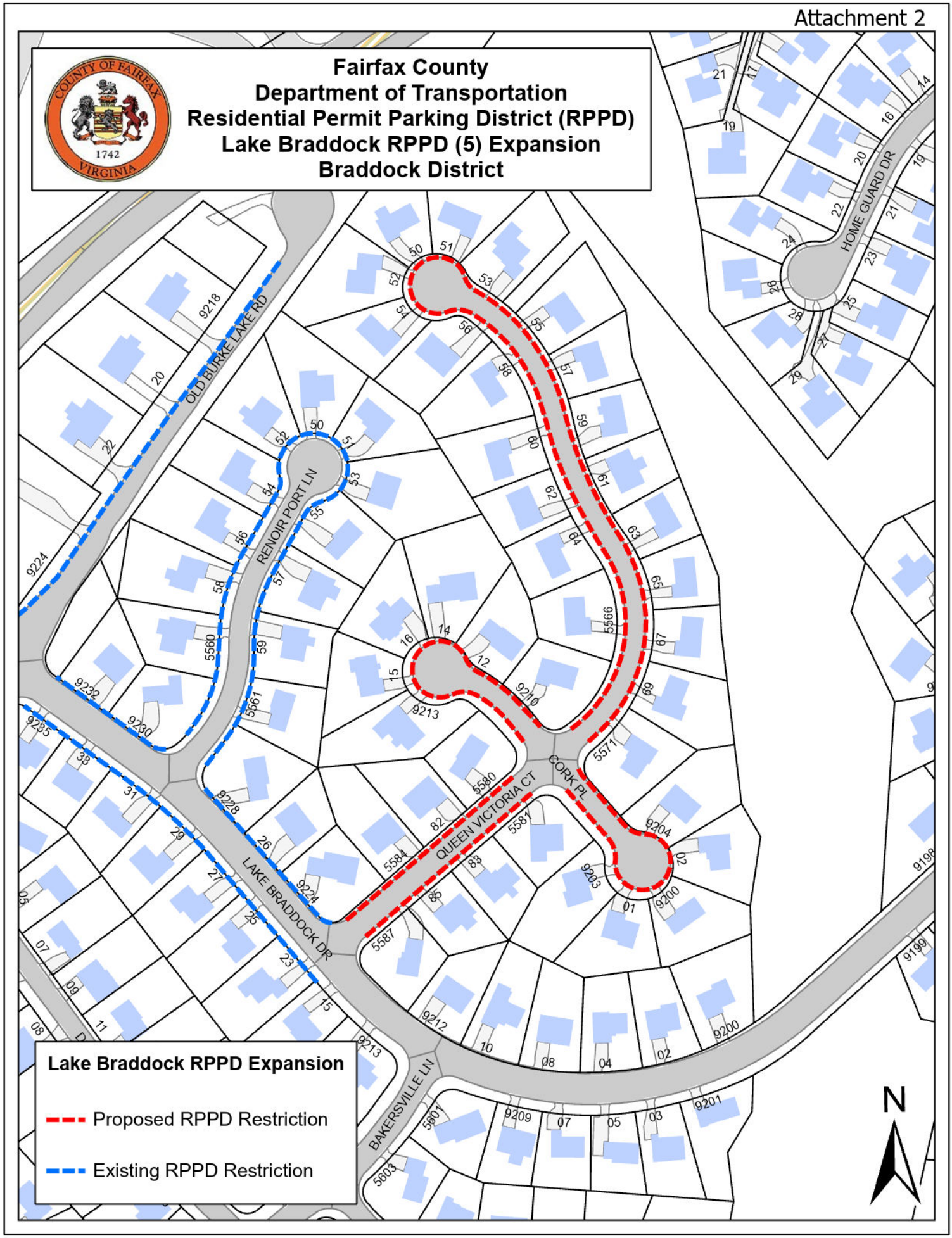
Cork Place (Route 7621)

From Queen Victoria Court to both cul-de-sacs, inclusive.

Queen Victoria Court (Route 7620)

From Lake Braddock Drive to cul-de-sac, inclusive.

Attachment 2



Board Agenda Item
July 14, 2026

ADMINISTRATIVE - 13

Authorization to Advertise a Public Hearing to Consider an Ordinance Establishing the Martin's Pointe Community Parking District (Braddock District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix M of *the Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish the Martin's Pointe Community Parking District (CPD).

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for August 25, 2026, at 4:30 p.m., to consider adoption of a Fairfax County Code amendment (Attachment 1) to establish the Martin's Pointe CPD. The restriction would be established on Abernathy Court from Zion Drive to the cul-de-sac, inclusive, and from Zion Drive to Lindsey Meadow Court; Brandon Ridge Way from Lindsey Meadow Court to both cul-de-sacs, inclusive; Danas Crossing Drive from Zion Drive to the end of State maintenance; and Lindsey Meadow Court from Brandon Ridge Way to cul-de-sac, inclusive.

TIMING:
The Board of Supervisors should take action on July 14, 2026, to provide sufficient time for advertisement of the public hearing on August 25, 2026, at 4:30 p.m.

BACKGROUND:
Fairfax County Code Section 82-5B-2 authorizes the Board to establish a CPD for the purpose of prohibiting or restricting the parking of any of the following vehicle types on the streets in the CPD: watercraft, boat trailer, motor home, camping trailer, or any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds, except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in *Virginia Code* § 46.2-341.4.

No such CPD shall apply to: (i) any commercial vehicle when discharging passengers or

when temporarily parked pursuant to the performance of work or service at a particular location, (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power, (iii) restricted vehicles temporarily parked on a public street within any such CPD for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip, or (iv) restricted vehicles that are temporarily parked on a public street within any such CPD for use by federal, state, or local public agencies to provide services.

Pursuant to Fairfax County Code Section 82-5B-3, the Board may establish a CPD if: (1) the Board receives a petition requesting establishment and such petition contains the names, addresses, and signatures of petitioners who represent at least 60 percent of the addresses within the proposed CPD, and represent more than 50 percent of the eligible addresses on each block of the proposed CPD, (2) the proposed CPD includes an area in which 75 percent of each block within the proposed CPD is zoned, planned, or developed as a residential area, (3) the Board receives an application fee of $10 for each petitioning property address in the proposed CPD, and (4) the proposed CPD contains the lesser of (i) a minimum of five block faces, or (ii) any number of blocks that front a minimum of 2,000 linear feet of street as measured by the centerline of each street within the CPD.

Staff have verified that the requirements for a petition based CPD have been satisfied.

The parking prohibition described above is proposed to be in effect at all times.

EQUITY IMPACT:
The project area is located within a low vulnerability index. Approximately 17% of residents in this Census tract are in low-income occupations, and approximately 14% of the residents speak English less than well. Establishing residential parking restrictions to prohibit certain restricted vehicles through community engagement and public hearing supports One Fairfax Focus Area 8 by fostering trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood. However, at this time, there is insufficient information to determine an overall equity impact related to this change.

FISCAL IMPACT:
Funding in the amount of approximately $350 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

Board Agenda Item
July 14, 2026

ENCLOSED DOCUMENTS:
Attachment 1: Amendment to the *Fairfax County Code*, Appendix M (CPD Restrictions)
Attachment 2: Area Map of Proposed Martin's Pointe CPD

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Lisa Witt, Chief, Administrative Services, FCDOT
Mena Nakhla, Equity Manager, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects, and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT

ASSIGNED COUNSEL:
F. Hayden Codding, Assistant County Attorney

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA

APPENDIX M

M-100. – Martin's Pointe Community Parking District

(a) *District Designation*

(1) The restricted parking area is designated as the Martin's Pointe Community Parking District.

(2) Blocks included in the Martin's Pointe Community Parking District are described below:

Abernathy Court (Route 10161)

From Zion Drive to cul-de-sac, inclusive, and from Zion Drive to Lindsey Meadow Court.

Brandon Ridge Way (Route 10163)

From Lindsey Meadow Court to both cul-de-sacs, inclusive.

Danas Crossing Drive (Route 10160)

From Zion Drive to the end of State maintenance.

Lindsey Meadow Court (Route 10162)

From Brandon Ridge Way to cul-de-sac, inclusive.

(b) *District Provisions*

(1) This District is established in accordance with and is subject to the provisions set forth in Article 5B of Chapter 82.

(2) Parking of watercraft; boat trailers; motor homes; camping trailers; any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds except school buses used on a current and regular basis

to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in Virginia Code § 46.2-341.4 is prohibited at all times on the above-described street(s) within the Martin's Pointe Community Parking District.

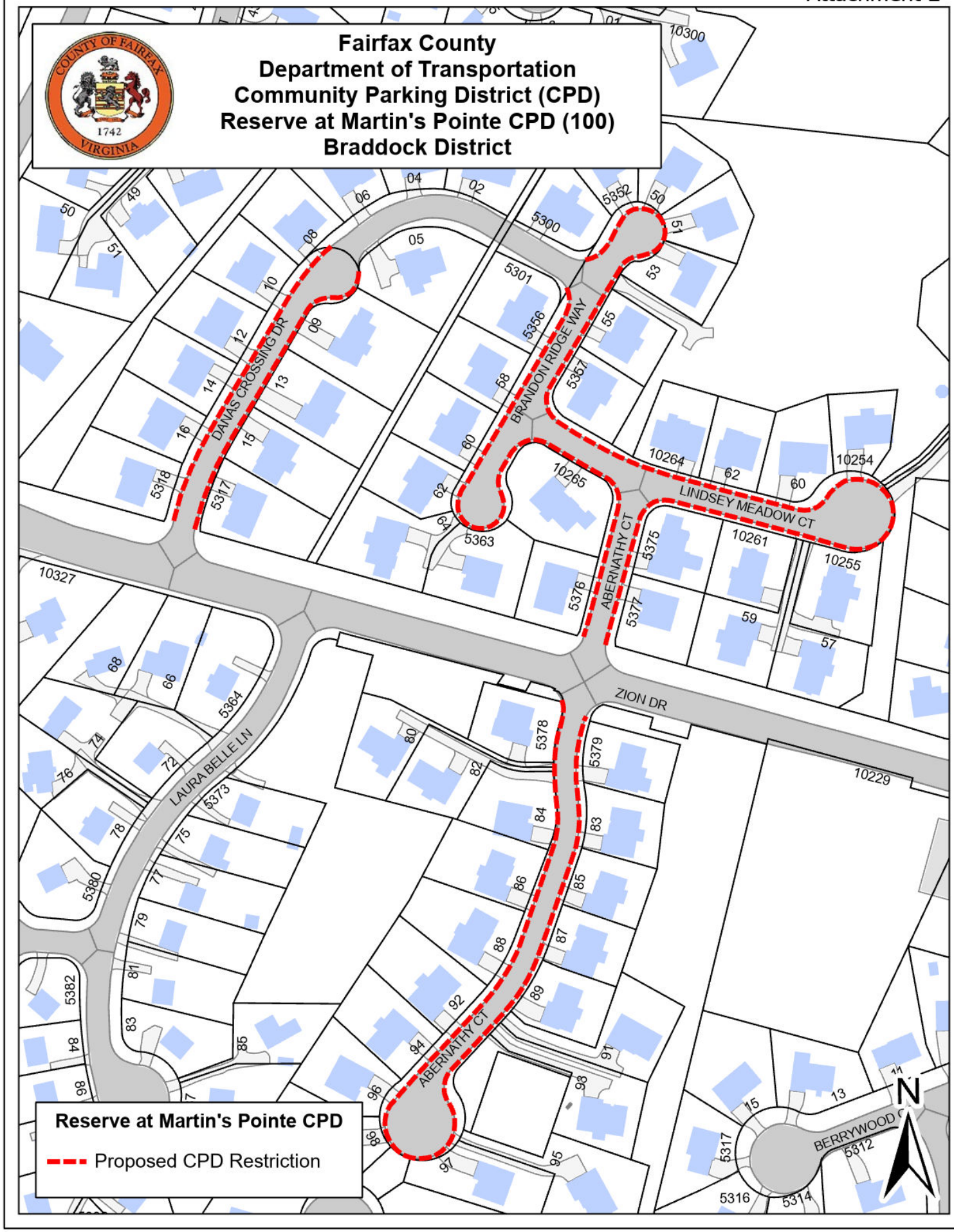
(3) No such Community Parking District shall apply to (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location, (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power, (iii) restricted vehicles temporarily parked on a public street within any such District for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip, or (iv) restricted vehicles that are temporarily parked on a public street within any such District for use by federal, state, or local public agencies to provide services.

(c) *Signs*. Signs delineating the Martin's Pointe Community Parking District shall indicate community specific identification and/or directional information, if applicable, in addition to the following:

NO PARKING
Watercraft
Trailers, Motor Homes
Vehicles ≥ 3 Axles
Vehicles GVWR ≥ 12,000 lbs.
Vehicles ≥ 16 Passengers

FAIRFAX COUNTY CODE §82-5B

Attachment 2



Board Agenda Item
July 14, 2026

ACTION – 1

Approval of a Board of Supervisors' Draft Regular Meeting Schedule for Calendar Year 2027

ISSUE:
Board approval of a draft regular meeting schedule for January through December 2027.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve the draft regular meeting schedule for January through December 2027.

TIMING:
The Board should take action on July 14, 2026, in order that accommodations to implement this calendar can proceed in advance of January.

BACKGROUND:
The Code of Virginia, Section 15.2-1416, requires a governing body to establish the days, times and places of its regular meetings at the annual meeting, which is the first meeting of the year. The section further states that “meetings shall be held on such days as may be prescribed by resolution of the governing body but in no event shall less than six meetings be held in each fiscal year.” After adoption of the schedule, scheduled meetings may be adjourned and reconvened but not beyond the time fixed for the next regular meeting. The Board may schedule additional meetings or adjust the schedule of meetings approved at the annual meeting by following the procedures established in the statute cited above, which include the provision of adequate notice of all such meetings.

To prepare for the presentation of the final January-December 2027 Meeting Schedule to the Board at the annual meeting in January 2027 for formal adoption, a draft schedule has been prepared and is presented to the Board for approval. Approval of the draft schedule at this time does not trigger the provisions of Section 15.2-1416 and is solely to allow time for the implementation of the calendar.

Board Agenda Item
July 14, 2026

At the first meeting of the Board of Supervisors in January, staff will present the January-December 2027 Draft Schedule to the Board for formal adoption. Once the calendar is formally adopted at the January 2027 annual meeting, the requirements of Section 15.2-1416 and the provisions for modifying the schedule will apply.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: January-December 2027 Draft Schedule for Board of Supervisors' Regular Meetings and Potential 2027 Tuesday dates for Board Committee Meetings

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Jill G. Cooper, Clerk for the Board of Supervisors

ASSIGNED COUNSEL:
Eli Schlam, Assistant County Attorney

DRAFT
2027 Board of Supervisors Meeting Schedule

January 12, 2027

February 2, 2027

February 16, 2027

March 2, 2027

March 16, 2027

March 30, 2027

April 13, 2027
- 9:30 to 4:00 p.m. Board Meeting
- 4:00 p.m. Budget Public Hearing

April 14 and April 15, 2027
- 3:00 p.m. – Budget Public Hearings

April 27, 2027 (Budget Mark-up)

May 4, 2027 (Budget Adoption)

May 18, 2027

June 8, 2027

June 22, 2027

July 13, 2027

August 24, 2027

September 14, 2027

September 28, 2027

October 12, 2027

October 26, 2027

November 16, 2027

December 7, 2027

Potential 2027 Tuesday Dates for Board Committee Meetings

(Listed below are Tuesday dates that would be available for scheduling of Board Committee meetings in 2027)

January 26
February 9
February 23
March 9
April 6
May 11
May 25
June 15
June 29

July 6
August 31
September 21
October 5
October 19
November 9
November 30
December 14

Board Agenda Item
July 14, 2026

ACTION – 2

Approval of Changes to the Fairfax County Purchasing Resolution

ISSUE:
Board of Supervisors' approval of changes to the Fairfax County Purchasing Resolution ("Purchasing Resolution").

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve the changes outlined below to the Fairfax County Purchasing Resolution, to become effective on July 14, 2026.

TIMING:
Board action is requested on July 14, 2026.

BACKGROUND:
The Board of Supervisors adopted the current version of the Fairfax County Purchasing Resolution (Purchasing Resolution) on July 15, 2025. During the 2026 General Assembly session, fourteen (14) bills relating to procurement and/or contracts passed the House and Senate. There were three bills that changed non-mandatory sections of the Virginia Public Procurement Act (VPPA) with potential benefits to the County. There is one (1) bill from the 2025 General Assembly session under the Information Technology Access Act that is a mandatory statute, with a delayed implementation component. All four (4) of these bills are proposed for inclusion in the Purchasing Resolution and are listed below under the heading "Code Changes."

The remaining eleven (11) bills from the 2026 session either:

- Modify sections of the Code that can affect contracting and procurement, but are not required to be addressed in the Purchasing Resolution,
- Modify a section of the VPPA that is not included in the Purchasing Resolution, or
- Modify a non-mandatory section of the VPPA and do not represent a benefit to the County.

In addition, staff recommends four (4) administrative amendments to the Purchasing Resolution. Other administrative changes not listed in this Item are incidental changes

to correct formatting, grammar, or are clarifications and technical corrections to the Purchasing Resolution.

Code Changes

1. House Bill 1289/Senate Bill 492, Code of Virginia § 2.2-4301. Definitions. These bills add “geology” to the definition of “Professional Services” as an approved practice under the statute. (Page 13)
2. Senate Bill 326, Code of Virginia § 2.2-4304. Joint and cooperative procurement. This bill adds “roofing maintenance, repair, restoration, and component replacement of existing facilities that do not involve modification to the structure” as an allowable construction category under “Joint and cooperative procurement.” (Page 25)
3. House Bill 2541, Code of Virginia § 2.2- 3503. Information technology access act; digital accessibility. This bill is from the 2025 General Assembly session and had a delayed effect of April 24, 2026. While the U. S. Department of Justice extended the deadline to April 26, 2027, for local governments to meet accessibility standards, the procurement requirements stated in § 2.2-3503 remain effective as of April 26, 2026. (Pages 41-42)

Administrative Changes

1. Corrections to section headings and pagination due to changes in the document text (Table of Contents).
2. Updated Prevailing Wage Definition to cite definition in the Fairfax County Prevailing Wage Ordinance. (Page 13)
3. Reordering of Professional Service categories to align with the sequencing in state code. (Page 13)
4. Clarified Cooperative procurement restrictions and exemptions as established in Code of Virginia § 2.2-4304. (Pages 24-25)

The text changes proposed in the Purchasing Resolution are presented in “track changes” format and legislative references are provided in the comments. These changes have been coordinated with the Department of Public Works and Environmental Services, the Department of Housing and Community Development, the Fairfax County Park Authority, the Department of Transportation, Fairfax County Public Schools, and the Office of the County Attorney.

EQUITY IMPACT:
This action item aligns with the One Fairfax Policy as it creates a tool that ensures fair and open competition for all contractors, as well as provides the mechanisms to establish contracts for critical and required services for all residents.

Board Agenda Item
July 14, 2026

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I - Revised Fairfax County Purchasing Resolution
Attachment II- Redline Track Changes for the Revised Fairfax County Purchasing Resolution

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ASSIGNED COUNSEL:
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FAIRFAX COUNTY PURCHASING

RESOLUTION

July 2026

Adopted by the Board of Supervisors on July 14, 2026

FAIRFAX COUNTY PURCHASING RESOLUTION

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WHEREAS, the Fairfax County Board of Supervisors (the Board) is dedicated to securing high quality goods and services at reasonable cost while ensuring that all purchasing actions be conducted in a fair and impartial manner with no impropriety or appearance thereof, that all qualified vendors have access to County business and that no offeror be arbitrarily or capriciously excluded, that procurement procedures involve openness and administrative efficiency, and that the maximum feasible degree of competition is achieved; and

WHEREAS, a central purchasing system is authorized by Virginia Code §15.2-831, and is a part of the Urban County Executive Form of Government adopted by Fairfax County in 1951; and

WHEREAS, the Virginia Public Procurement Act (Chapter 43 of Title 2.2 of the Code of Virginia, as amended), enunciates the public policies pertaining to governmental procurement from nongovernmental sources by public bodies which may or may not result in monetary consideration for either party; and

WHEREAS, Virginia Code § 15.2-831, § 15.2-1236, and § 2.2-4311.3 (as amended) require all purchases of and contracts for supplies, materials, equipment and contractual services be in accordance with the Virginia Public Procurement Act and under such rules and regulations consistent with the Act and state law as established by the Board through this resolution; and

WHEREAS, Virginia Code § 15.2-831, § 2.2-4302, and § 2.2-4343 (as amended) allow implementation of the Virginia Public Procurement Act through resolutions and regulations consistent with this Act; and

WHEREAS, Virginia Code § 15.2-831 and §15.2-1543 empower the Board to employ a County Purchasing Agent, Virginia Code § 2.2-4302 authorizes the Board to act through its County Purchasing Agent, and § 15.2-831, § 15.2-1233 through § 15.2-1240, and § 15.2-1543 -set the County Purchasing Agent's duties;

THEREFORE BE IT RESOLVED that this resolution prescribes the basic policies for the conduct of all purchasing in Fairfax County (except as otherwise stipulated herein) to take effect on July 14, 2026, as follows:

FAIRFAX COUNTY PURCHASING RESOLUTION

Article 1

GENERAL PROVISIONS

Section 1. Title.

This resolution shall be known as the Fairfax County Purchasing Resolution.

Section 2. Organization.

A. The Department of Procurement and Material Management is a staff activity of the Fairfax County government, operating under the direction and supervision of the County Executive.

B. The Director of the Department of Procurement and Material Management shall be the County Purchasing Agent who shall have general supervision of the DPMM. The Purchasing Agent shall be appointed by the Board of County Supervisors upon recommendation of the County Executive.

The primary duty of the County Purchasing Agent is to carry out the principles of modern central purchasing and supply management in accordance with applicable laws and regulations and with generally accepted professional standards in such a manner as to ensure the maximum efficiency of governmental operation, and to give to County taxpayers the benefit in savings that such accepted business procedures are known to produce. The County Purchasing Agent, or their designee, has the authority to take any action or fulfill any duty granted by this Purchasing Resolution or by law, including, but not limited to, executing and administering contracts and making findings and addressing remedies as outlined in Article 5 of this Resolution.

Section 3. Exclusions from Duties.

A. The procurement of architectural, engineering and related consultant services for capital construction projects and the contracting for construction projects are excluded from the duties of the County Purchasing Agent for the organizations as specified below:

1. The Department of Public Works and Environmental Services (DPWES), pursuant to Virginia Code §15.2-834, the Board of Supervisors' Resolution dated September 18, 1968, and this Resolution, is responsible for Fairfax County construction projects administered

by DPWES and the architectural, engineering and consultant services related to those projects. The Director, Department of Public Works and Environmental Services or their designee, has the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 5 of this Resolution regarding contracts assigned under this section in accordance with the mandatory sections of the Code of Virginia and the applicable sections of this Resolution. The Director, Department of Public Works and Environmental Services or their designee has the authority to enter into agreements pursuant to Virginia Code § 2.2-4366. Any such agreements shall be approved by the County Attorney.

2. The Fairfax County Public School Board is responsible for construction, related architectural and engineering services, related consulting services, maintenance, repair and related services in connection with building, furnishing equipping, renovating, maintaining, and operating the buildings and property of the school division in accordance with Virginia Code § 22.1-79. The school division's Superintendent or their designee has the same authority as the County Purchasing Agent to execute and administer contracts. Execution of contracts under this section shall be conducted under the rules and regulations established by the Fairfax County School Board in accordance with the mandatory sections of the Code of Virginia.

3. The Fairfax County Park Authority is responsible for Fairfax County Park Authority capital construction and related architectural and engineering services per Virginia Code § 15.2-5704 of the Code of Virginia, Board of Supervisors' Ordinance dated July 13, 2021, and a Memorandum of Understanding governing the relationship of the Fairfax County Park Authority and Fairfax County. The Director of the Park Authority or their designee shall have the same authority of as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 5 of this Resolution. Execution of contracts under this section shall be conducted under the rules and regulations established by the Fairfax County Park Authority in accordance with the mandatory sections of the Code of Virginia and applicable sections of this Resolution. The Director, Department of the Park Authority or their designee shall have the authority to enter into agreements pursuant to Virginia Code § 2.2-4366. Any such agreements shall be approved by the County Attorney.

4. The Department of Housing and Community Development shall be responsible for capital construction and the architectural, engineering, and consultant services for all programs and projects administered by the Department on behalf of either the Redevelopment and Housing Authority per Virginia Code §36-19 or Fairfax County. The Director of the Department of Housing and Community Development or their designee shall have the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 5 of this Resolution.

Purchases made by the Director, or their designee, pursuant to the authority in this section and on behalf of Fairfax County will be pursuant to the rules and regulations established by the Department of Housing and Community Development and in accordance with this Resolution. Purchases made by the Director, or their designee, pursuant to this section and on behalf of the Redevelopment and Housing Authority will be in accordance with the Virginia Public Procurement Act.

5. The Department of Transportation, pursuant to Virginia Code § 33.2-338 and this Resolution, may be responsible for constructing or improving highways, including related architectural, engineering, and consulting services. Highways may include curbs, gutters, drainageways, sound barriers, sidewalks, and all other features or appurtenances conducive to the public safety and convenience, which either have been or may be taken into the primary or secondary system of state highways. The Director, Department of Transportation or their designee, shall have the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 5 of this Resolution regarding contracts assigned under this section in accordance with the mandatory sections of the Code of Virginia and the applicable sections of this Resolution.

6. The Fairfax County Park Authority, the Department of Housing and Community Development, and the Department of Transportation, may by a Memorandum of Understanding (MOU) delegate construction authority as detailed in sections 3 – 5 above to the Department of Public Works and Environmental Services.

B. The procurement of goods and services for individual schools using funds generated from school activities for the Fairfax County Public Schools is excluded from the duties of the County Purchasing Agent. Execution of contracts under this section shall be conducted under the rules and regulations established by the Fairfax County School Board in accordance with the mandatory sections of the Code of Virginia.

C. The Fairfax County Sheriff shall be the purchasing agent in all matters involving the commissary and non-appropriated funds received from inmates, in accordance with §53.1-127.1 Code of Virginia. The Purchasing Agent shall make all other purchases governed by Virginia Code § 53.1-126.

Section 4. Rules and Regulations.

A. The County Purchasing Agent shall prepare and maintain the Fairfax County Purchasing Resolution and other rules and regulations consistent with the laws of the Commonwealth of Virginia governing the operations of the County purchasing and material management system.

B. The Agencies designated in Section 3(A) 1 - 6 shall prepare and maintain detailed rules and regulations on the conduct of these contracting actions. Such rules and regulations shall be consistent with this Resolution and the laws of the Commonwealth of Virginia. Such rules and regulations shall be approved by the Purchasing Agent for County staff agencies or the administrative head of the respective public body involved.

Section 5. Authority of Purchasing Agent.

A. The Purchasing Agent, the individuals described in Section 3 (above), and their respective designees have exclusive authority for procurement transactions undertaken by the County. No County Employee shall attempt, directly or indirectly, to influence or coerce the Purchasing Agent in the performance of their duty.

FAIRFAX COUNTY PURCHASING RESOLUTION

Section 6. Definitions.

1. Acquisition Function Closely Associated with Inherently Governmental Functions means supporting or providing advice or recommendations with regard to the following activities:
    a. Planning acquisitions.
    b. Determining what supplies or services are to be acquired by the County, including developing statements of work.
    c. Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
    d. Evaluating bids or proposals.
    e. Awarding County contracts.
    f. Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
    g. Terminating contracts.
    h. Determining whether contract costs are reasonable, allocable, and allowable.

2. Best Value, as predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

3. Competitive Negotiation is a formal method of selecting the top rated offeror. It includes the issuance of a written Request for Proposals, public notice, evaluation based on the criteria set forth in the Request for Proposals, and allows negotiation with the top rated offeror or offerors (See Article 2, Section 2 B).

4. Competitive Sealed Bidding is a formal method of selecting the lowest responsive and responsible bidder. It includes the issuance of a written Invitation to Bid, public notice, a public bid opening and evaluation based on the requirements set forth in the invitation (See Article 2, Section 2 A).

5. Complex Project means a construction project that includes one or more of the following significant components: difficult site location, unique equipment, specialized building systems, multifaceted program, accelerated schedule, historic designation, or intricate phasing or some other aspect that makes competitive sealed bidding not practical.

6. Construction shall mean building, altering, repairing, improving or demolishing any structure, building, or highway, and any draining, dredging, excavation, grading or similar work upon real property.

7. Construction Management Contract shall mean a contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.

8. Consultant Services shall mean any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

9. Covered Employee means an individual who
    a. Is an employee of the contractor or subcontractor, a consultant, partner, or a sole proprietor; and
    b. Performs an acquisition function closely associated with inherently governmental functions.

10. Debarment is an action taken by the County Purchasing Agent, a contracting officer, or their designee, within the scope of their procurement authority, to exclude prospective contractors from contracting with County agencies or organizations for particular types of supplies, services, insurance, or construction, for specified periods of time.

11. Department means the Virginia Department of General Services

12. Design-build contract shall mean a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract.

13. DPMM shall mean the Department of Procurement and Material Management.

14. Emergency shall be deemed to exist when a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops, including a public health emergency, or when any unforeseen circumstances arise causing curtailment or diminution of essential service and/or threat to the community that demands immediate action.

15. Employment Services Organization shall mean an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.

FAIRFAX COUNTY PURCHASING RESOLUTION

16. Excess Property shall mean that property which exceeds the requirement of the department to which the property is assigned.

17. FCPS shall mean Fairfax County Public Schools.

18. Faith–Based Organization shall mean a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193.

19. Firm shall mean any individual, partnership, corporation, association, or other legal entity permitted by law to conduct business in the Commonwealth of Virginia; or any other individual, firm, partnership, corporation, association or other legal entity qualified to perform professional services, non-professional or consultant services.

20. Accountable Equipment shall mean a tangible item (not a component) which has an expected useful life of at least one year and a dollar value in excess of $10,000.

21. Goods shall mean all material, equipment, supplies, printing, and information technology hardware and software.

22. Immediate Family shall mean a spouse, child, parent, brother, sister, and any other person living in the same household as the employee.

23. Independent Contractor shall mean a worker over whom the employer has the right to control or direct the result of the work done, but not the means and methods of accomplishing the result.

24. Ineligibility shall mean an action taken to suspend or debar a prospective contractor from consideration for award of contracts. The suspension shall not be for a period exceeding twelve (12) months and the debarment shall not be for a period exceeding three (3) years.

25. Informality shall mean a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

26. Job Order Contracting is a method of procuring construction by establishing a book of unit prices and then obtaining a contractor to perform work as needed using the prices, quantities, and specifications in the book as the basis of its pricing.

27. Non-public Government Information means any information that a covered employee gains by reason of work under a County contract and that the covered employee knows, or reasonably should know, has not been made public. It includes information that--
    a. Is exempt from disclosure under the Virginia Freedom of Information Act; or
    b. Has not been disseminated to the general public and is not authorized by the agency to be made available to the public.

28. Nonprofessional Services shall mean any service not specifically identified as a professional or consultant service.

29. Official Responsibility shall mean administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction or any resulting claim.

30. Other Authorized Agency is an Agency as designated by the Code of Virginia and the Board of Supervisors authorized to procure architectural, engineering and related consultant services for construction projects and the contracting for construction projects to include public announcement, receipt of bids, recommending selection and award, negotiation, contract preparation and contract administration as more fully defined in Article 1, Section 3 of this Resolution.

31. Pecuniary Interest Arising from the Procurement shall mean a personal interest in a contract, as defined in the State and Local Government Conflict of Interests Act.

32. Personal Conflict of Interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the County when performing under the contract.

    Among the sources of personal conflicts of interest are--
    a. Financial interests of the covered employee, of close family members, or of other members of the household;
    b. Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
    c. Gifts, including travel.

    Financial interests may arise from--
        1) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
        2) Consulting relationships (including commercial and professional consulting and service arrangements, or serving as an expert witness in litigation);

3) Services provided in exchange for honorariums or travel expense reimbursements;
4) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
5) Real estate investments;
6) Patents, copyrights, and other intellectual property interests; or
7) Business ownership and investment interests.

33. Potential Bidder or Offeror shall mean a person who, at the time the County negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance or construction, of the type to be procured under such contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.

34. Prevailing Wage Rate is defined in the Fairfax County Code (Chapter 2, Article 3, Section 2-3-1).

35. Procurement Transaction shall mean all functions that pertain to obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

36. Professional services shall mean any type of service performed by an independent contractor within the practice of accounting, actuarial services, architecture, geology, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with this Resolution).

37. Project Labor agreement shall mean a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific public works project.

38. Public Body shall mean any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the activities described in this resolution. Public body shall include any metropolitan planning organization or planning district commission which operates exclusively within the Commonwealth of Virginia.

FAIRFAX COUNTY PURCHASING RESOLUTION

39. Public Contract shall mean an agreement between a public body and a nongovernmental source that is enforceable in a court of law.

40. Public or County Employee shall mean any person employed by the County of Fairfax, including elected officials or appointed members of governing bodies.

41. Responsible Bidder or Offeror shall mean an individual, company, firm, corporation, partnership or other organization who has the capability in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required.

42. Responsive Bidder or Offeror shall mean an individual, company, firm, corporation, partnership or other organization who has submitted a bid which conforms in all material respects to the Invitation to Bid or Request for Proposal.

43. Reverse Auctioning shall mean a procurement method wherein bidders are invited to bid on specified goods or nonprofessional services, but not construction or professional services, through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder. During the bidding process, bidder's prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established for bid opening.

44. SAC shall mean Selection Advisory Committee.

45. Services shall mean any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

46. Surplus Property shall mean that property which exceeds the requirement of the entire County.

47. Suspension is a type of ineligibility based upon an immediate need when there is evidence that a prospective contractor has committed any of the grounds for debarment.

FAIRFAX COUNTY PURCHASING RESOLUTION

Article 2

PROCUREMENT POLICIES

Section 1. General.

A. Unless otherwise authorized by law, all Fairfax County contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, construction, or construction management, shall be awarded after competitive sealed bidding or competitive negotiation, except as otherwise provided for in this Resolution or law.

B. Professional services shall be procured using competitive negotiation, except as otherwise provided for in this Article.

C. Consultant services may be procured using competitive negotiation, except as otherwise provided for in the Article.

D. Except in emergency, no order for delivery on a contract or open market order for supplies, materials, equipment, professional and consultant services or contractual services for any County department or agency shall be awarded until the Director of Finance has certified that the unencumbered balance in the appropriation concerned, in excess of all unpaid obligations, is sufficient to defray the cost of such order. If any department or agency of the County government purchases or contracts for any supplies, materials, equipment or contractual services contrary to the provisions of §15.2-1238 of the Code of Virginia or the rules and regulations made thereunder, such order or contract is void and of no effect. The head of such department or agency shall be personally liable for the costs of such orders and contracts.

E. Notwithstanding any other provision of law in determining the award of any contract for time deposits or investment of its funds, the Director of Finance may consider, in addition to the typical criteria, the investment activities of qualifying institutions that enhance the supply of, or accessibility to, affordable housing within the jurisdiction, including the accessibility of such housing to employees of the county, town, or city or employees of the local school board. No more than fifty percent of the funds of the county, calculated on the basis of the average daily balance of the general fund during the previous fiscal year, may be deposited or invested by considering such investment activities as a factor in the award of a

contract. A qualifying institution shall meet the provisions of the Virginia Security for Public Deposits Act (§2.2-4400 et seq.) and all local terms and conditions for security, liquidity and rate of return.

F. Best value concepts may be considered when procuring goods, nonprofessional and consultant services, but not construction or professional services. The criteria, factors, and basis for consideration of best value and the process for the consideration of best value shall be as stated in the procurement solicitation.

G. The County may enter into contracts with faith-based organizations on the same basis as any other nongovernmental source subject to the requirements of the Virginia Public Procurement Act (VPPA) §2.2-4343.1.

H. The County may, when procuring products or services or letting contracts for construction, manufacture, maintenance, or operation of public works, or when overseeing or administering such procurement, construction, manufacture, maintenance or operation, in its bid specifications, project agreements, or other controlling documents:

1. Require bidders, offerors, contractors or subcontractors to enter into or adhere to project labor agreements with one or more labor organizations, on the same or related public works projects; and
2. Require bidders, offerors, contractors, subcontractors, or operators to become or remain signatories or otherwise adhere to project labor agreements with one or more labor organizations, on the same or other related public works projects.

I. The County adopted an ordinance that requires payment of the Prevailing Wage Rate on County Construction Contracts, as those terms are defined in the Fairfax County Code (Chapter 2, Article 3, Section 2-3-1 and Section 2-3-2). Each County Construction Contract, as defined in the County's Prevailing Wage Ordinance, must contain a provision requiring that the remuneration to any individual performing the work of any mechanic, laborer, or worker on the work contracted to be done under the public contract shall be at a rate equal to the prevailing wage rate.

J. In alignment with the County's One Fairfax Policy on racial and social equity and its recognition that economic inclusivity benefits all, the County Purchasing Agent will establish and expand programs consistent with all provisions of this Resolution and applicable law to facilitate the participation of small businesses, businesses owned by women, minorities, and service-disabled veterans (SWaM Businesses) in procurement transactions. SWaM businesses are those businesses as defined by the Virginia Department of Small Businesses and Supplier Diversity (SBSD) at https://www.sbsd.virginia.gov/faqs/. Such programs may

include cooperation with the SBSD, the United States Small Business Administration, and other public or private agencies.

To measure the success of such programs, the County Purchasing Agent will track bid and proposal submissions by SWaM Businesses as well as procurement transactions under their authority with SWaM businesses.

K. In the solicitation or awarding of contracts, no public body shall discriminate against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the fulfillment of the contract.

L. It is the County's policy to require that its contractors do not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, 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.

Section 2. Methods of Procurement.

A. Competitive Sealed Bidding.- is a method of contractor selection that includes the following elements:

1. Issuance of a written Invitation to Bid containing or incorporating by reference the specifications and contractual terms and conditions applicable to the purchase. Unless the County has provided for prequalification of bidders, the Invitation to Bid shall include a statement of any requisite qualifications of potential contractors. The Invitation to Bid may include criteria to be used in determining whether a bidder who is not prequalified by the Virginia Department of Transportation is a responsible bidder pursuant to § 2.2-4301. Such criteria may include a history of (i) completion by the bidder and any potential subcontractors of specified safety training programs established by the U.S. Department of Labor, Occupational Safety and Health Administration; (ii) participation by the bidder and any potential subcontractors in apprenticeship training programs approved by state agencies or the U.S. Department of Labor; or (iii) maintenance by the bidder and any potential subcontractor of records of compliance with applicable local, state and federal laws. When it is impractical to prepare initially a purchase description to support an award based on prices, a solicitation may be issued requesting the submission of unpriced offers to be followed

by an Invitation to Bid limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

2. Public notice of the Invitation to Bid at least five days prior to the date set for receipt of bids by posting on the Department of General Services' central electronic procurement website, the Fairfax County Government website, other appropriate websites, or publication in a newspaper of general circulation. In addition, bids may be solicited directly from potential vendors.

3. Public opening and posting of all bids received.

4. Evaluation of bids based upon the requirements set forth in the invitation, which may include special qualifications of potential vendors, life cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability.

5. Award to the lowest responsive and responsible bidder. Multiple awards may be made when so specified in the Invitation to Bid.

B. Competitive Negotiation.- is a method of contractor selection that includes the following elements:

1. Issuance of a written Request for Proposal indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal indicating whether a numerical scoring system will be used in evaluation of the proposal, and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor. A public body may include as a factor that will be used in evaluating a proposal the proposer's employment of persons with disabilities to perform the specifications of the contract. In the event that a numerical scoring system will be used in the evaluation of proposals, the point values assigned to each of the evaluation criteria shall be included in the Request for Proposal or posted at the location designated for public posting of procurement notices prior to the due date and time for receiving proposals.

2. Public notice of the Request for Proposal at least five days prior to the date set for receipt of proposals by posting on the Department of General Services' central electronic procurement website, the Fairfax County Government website, or other appropriate websites, or by publication in a newspaper of general circulation. In addition, proposals may be solicited directly from potential vendors.

3. Competitive Negotiation – Consultant Services

a. Selection Advisory Committee

1) When selecting a firm for consultant services where the compensation for such services is estimated to exceed $200,000, the Director of DPMM or other Authorized Agency, or the FCPS Division Superintendent, or designee, shall appoint a Selection Advisory Committee to recommend to the Director of DPMM or other Authorized Agency, those consultant services firms that are to be retained by the County. The SAC will be composed of principal staff personnel and other such individuals as determined by the Purchasing Agent or their designee . Elected Officials and/or their appointed office staff may not participate as members of a Selection Advisory Committee or Technical Advisory Committee. For purposes of this section, Elected Officials does not include Constitutional Officers.

2) When selecting a firm for consultant services, where the compensation for such consultant services is estimated to be less than $200,000, the Director of the funded Agency or FCPS Department Head shall appoint a Selection Advisory Committee composed of principal staff personnel to recommend to the Director of the funded Agency or FCPS Department Head those consultant services firms that are to be retained by the County or an agency of the County.

b. Public Announcement

1) When consultant services are requested to be purchased, the requirement will be announced in a uniform and consistent manner. Requirements where the compensation for consultant services is estimated to be less than $200,000 may be accomplished without public announcement.

c. Selection, Negotiation and Approval Process.

1) Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so stated in the RFP, awards may be made to

more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

2) All proposed contracts for consultant services, where the compensation to be paid exceeds $200,000, after review of the SAC recommendation, shall be awarded by the Purchasing Agent for the County or an agency of the County. The Purchasing Agent or FCPS Division Superintendent will notify the Board of Supervisors and/or the School Board of such contract award prior to final execution.

3) All proposed contracts for consultant services, where the compensation to be paid is less than $200,000, shall be approved by the Director of DPMM or Other Authorized Agency. Full and detailed explanation of the selection criteria and fee determination shall be presented with the contract by the using agency.

4) For all cost-plus-a-fixed-fee consultant services contracts, the County shall require the firm receiving the award to execute a truth-in-negotiation certification stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any consultant services contract under which such a certificate is required shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within three years following the end of the contract.

4. Competitive Negotiation – Professional Services

a. Selection Advisory Committee.

1) When selecting a firm for professional services where the compensation for such professional services is estimated to exceed $80,000, the Director of DPMM or other Authorized Agency, or the FCPS Division Superintendent, or designee shall appoint a Selection Advisory Committee to recommend to the Director of DPMM or other Authorized Agency, those professional services firms that are to be retained by the County. The SAC will be composed of principal staff personnel and other such individuals as determined by the Purchasing Agent or their designee. Elected Officials and/or their appointed office staff may not participate as members of a Selection Advisory Committee or Technical Advisory

Committee. For purposes of this section, Elected Officials does not include Constitutional Officers.

2) When selecting a firm for professional services, where the compensation for such professional services is estimated to be less than $80,000, the Director of the funded Agency or FCPS Department Head shall appoint a Selection Advisory Committee composed of principal staff personnel to recommend to the Director of the funded Agency or FCPS Department Head those professional services firms that are to be retained by the County or an agency of the County.

b. Public Announcement and Qualifications for Professional Services.

1) When professional services are requested to be purchased, the requirement will be announced in a uniform and consistent manner. Requirements where the compensation for such professional services is estimated to be less than $80,000 may be accomplished without public announcement.

2) For architectural or engineering services estimated to cost less than $80,000, an annual advertisement requesting qualifications from interested architectural or engineering firms will meet the requirements of paragraph (1) above. The County shall make a finding that the firm to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record of performance, and experience of the firm.

c. Selection, Negotiation, and Approval Process

1) Selection of Professional Services: Where the cost is expected to exceed $80,000, the County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the County in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not

limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. DPMM or other Authorized Agency, with the aid of the Selection Advisory Committee, shall negotiate a proposed contract with the highest qualified firm for the professional services required. The firm deemed to be the most qualified will be required to disclose its fee structure during negotiation. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the County may award contracts to more than one offeror.

2) Except for construction projects and related architectural, engineering, and consultant services, all proposed contracts for professional services, where the compensation to be paid exceeds $200,000, after review of the SAC recommendation a contract shall be awarded by the Purchasing Agent for those professional services to be retained by the County or an agency of the County. The Purchasing Agent or FCPS Division Superintendent will notify the Board of Supervisors and/or the School Board prior to final contract execution.

3) All proposed contracts for professional services, where the compensation to be paid is less than $200,000, shall be approved by the Director of DPMM or Other Authorized Agency. Full and detailed explanation of the selection criteria and fee determination shall be presented with the contract by the using agency.

4) For all cost-plus-a-fixed-fee professional services contracts, the County shall require the firm receiving the award to execute a truth-in-negotiation certification stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional services contract under which such a certificate is required shall

contain a provision that the original contract price and any addition thereto shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within three years following the end of the contract.

5) Multiphase professional services contracts satisfactory and advantageous to the County for environmental, location, design and inspection work regarding construction of infrastructure projects may be negotiated and awarded based on qualifications at a fair and reasonable price for the first phase only, when completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to the procurement of any such contract, the County shall state the anticipated intended total scope of the project and determine in writing that the nature of the work is such that the best interests of the County require awarding the contract.

6) A contract for architectural or professional engineering services relating to construction projects may be negotiated by the County for multiple projects in accordance with the Virginia Public Procurement Act (VPPA) §2.2-4303.1.

5. Competitive Negotiation – Non-Professional Services

a. Selection Advisory Committee

1) When selecting a firm for non-professional services where the compensation is estimated to exceed $200,000, the Director of DPMM or other Authorized Agency, or the FCPS Division Superintendent, or designee shall appoint a Selection Advisory Committee to recommend to the Director of DPMM or other Authorized Agency, those non-professional services firms that are to be retained by the County. The SAC will be composed of principal staff personnel and other such individuals as determined by the Purchasing Agent or their designee Elected Officials and/or their appointed office staff may not participate as members of a Selection Advisory Committee or Technical Advisory Committee. For purposes of this section, Elected Officials does not include Constitutional Officers.

2) When selecting a firm for non-professional services, where the compensation is estimated to be less than $200,000, the Director of the funded Agency or FCPS Department Head shall appoint a Selection Advisory Committee composed of principal staff personnel to recommend to the Director of the

funded Agency or FCPS Department Head those non-professional services firms that are to be retained by the County or an agency of the County.

b. Public Announcement

1) When non-professional services are requested to be purchased, the requirement will be announced in a uniform and consistent manner. Requirements where the compensation for non-professional services is estimated to be less than $200,000 may be accomplished without public announcement.

c. Selection, Negotiation and Approval Process.

1) Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so stated in the RFP, awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

2) All proposed contracts for non-professional services shall be approved by the Director of DPMM or Other Authorized Agency. Full and detailed explanation of the selection criteria and fee determination shall be presented with the contract by the using agency.

C. Cooperative: The County or any entity identified in Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, the Metropolitan Washington Council of Governments, the National Association of Counties, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services and Construction, a public body may purchase from another public body's contract or from the contract of the Metropolitan Washington Council of Governments or the Virginia Sheriff's Association even if it did not participate in the request

for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement. The Construction exception shall not apply to the installation of artificial turf and track surfaces, stream restoration, stormwater management practices, the installation of playground equipment, including all associated and necessary construction and maintenance, or roofing maintenance, repair, restoration, and component replacement of existing facilities that do not involve modification to the structure.

As authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases, any county, city, town, or school board may purchase goods and nonprofessional services from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government.

D. Emergency.- In case of an Emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practical under the circumstances. A written determination of the basis for the Emergency and for the selection of the particular contractor shall be included in the appropriate contract or purchase order file. In addition, a notice shall be posted on the Department of General Services' central electronic procurement website, the Fairfax County Government website, or other appropriate websites, or in a newspaper of general circulation for contracts in excess of $200,000.

1. If an Emergency occurs during regular County business hours, the head of the using agency or their designee shall immediately notify the County Purchasing Agent who shall either purchase the required goods or services or authorize the agency head to do so.

2. If an Emergency occurs at times other than regular County business hours and there is an immediate threat to personal safety and/or property, the using agency head or their designee may purchase the required goods or services directly. The agency head or their designee shall, however, when practical, secure competitive oral or written bids and order delivery to be made by the lowest responsive and responsible bidder. The agency head shall or their designee also, not later than the next regular County business day, submit to the County Purchasing Agent a requisition, a tabulation of the bids received, if any, a copy of the delivery record and a brief explanation of the circumstances of the Emergency.

3. The County Purchasing Agent shall maintain a record of all Emergency purchases supporting the particular basis upon which the emergency purchase was made. Such records shall be available for public inspection during regular County business hours in the office of the County Purchasing Agent.

E. Informal Procurement.- An informal procurement is not subject to the rules governing competitive sealed bidding or competitive negotiation. Pursuant to Article 1, Section 4, the Purchasing Agent will adopt written procedures for informal procurements that will provide for competition wherever practicable. Informal procurements are subject to Article 2, Section 5 of this Resolution. No informal procurement procedures will waive compliance with the Uniform State Building Code.

1. Goods and Services: If the estimated contract value is $200,000 or less, an informal procurement may be used for(i) goods and services, other than professional services.

2. Non-Transportation Related Construction: If the estimated contract value is $300,000 or less, an informal procurement may be used for non-transportation-related construction. For purposes of this section, the contract value of non-transportation related construction is the aggregate or the sum of all phases of the contract.

3. Transportation-Related Construction: Informal procurement may be used for transportation-related construction contracts if the estimated contract value is $25,000 or less. For purposes of this section, the contract value for transportation-related construction includes the aggregate or sum of all phases of the contract.

4. Professional Services: An informal procurement may be used for single or term contracts for professional services if the estimated contract value is $80,000 or less. For purposes of this section, the contract value for professional services includes the aggregate or sum of all phases of the contract.

F. Reverse Auctioning.- The purchase of goods, consultant or nonprofessional services, but not construction or professional services, may be made by reverse auctioning. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by reverse auctioning.

G. Small Purchase.- Any purchase or lease of goods, professional, consultant, or nonprofessional services, or for the purchase of insurance, construction, or construction management, when the estimated cost is less than $10,000, shall be deemed a small purchase and shall not be subject to the rules governing the competitive bidding process.

H. Sole Source.- Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. A written record documenting the basis for this determination shall be included in the appropriate contract file or other records of the procurement. In addition, a notice shall be posted on the Department of General Services' central electronic procurement website, the Fairfax County Government website, or other appropriate websites, or in a newspaper of general circulation for contracts in excess of $200,000.

I. Auction. - Upon a determination in writing by the County Purchasing Agent that the purchase of goods, products, or commodities from a public auction sale is in the best interests of the County, such items may be purchased at the auction, including online public auctions. The writing shall document the basis for this determination. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by online public auctions.

Section 3. Exceptions to the Requirement for Competitive Procurement.

A. Instructional Materials and Office Supplies: Instructional materials and office supplies which are not stocked or purchased by the Fairfax County School Board pursuant to an existing County contract may be purchased by school principals designated by the School Board. Such purchases shall be conducted in accordance with rules and regulations adopted by the School Board pursuant to §22.1-122.1 of the Code of Virginia. With the exception of textbooks and instructional computer software that have been approved by the State Board of Education and the Fairfax County School Board, no single purchase may exceed the small purchase dollar level (as set forth in Article 2, Section 2. H.). The rules and regulations adopted by the School Board shall prescribe in detail the procedures to be observed in making purchases of instructional materials, establishing accounts for purchases, accounting for the receipt and disbursement of funds, and maintaining records of all transactions. The purchases authorized herein shall be made using funds from accounts established by the School Board solely for such purchases.

B. Insurance / Electric Utility Services: As provided in the Code of Virginia, subdivision 13 of § 2.2-4345, the County may enter into contracts without competitive sealed bidding or competitive negotiation for insurance or electric utility services if purchased through an association of which it is a member if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance or electric utility services by use of competitive principles and provided that the public body has made a determination in advance after reasonable notice to the public and set in writing that

competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public. The writing shall document the basis for this determination.

C. Insurance: As provided in § 2.2-4303(C), upon a written determination made in advance by the County Purchasing Agent that competitive negotiation is either not practicable or not fiscally advantageous, insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional services in §2.2-4302.2(A)(3) of the Virginia Public Procurement Act.

D. Legal Services: The County (or any public body that has adopted this Resolution) may enter into contracts without competition for (1) the purchase of legal services; and (2) expert witnesses or other services associated with litigation or regulatory proceedings. Any contract for Legal Services may be entered into upon terms established by the County Attorney.

E. Public Assistance Programs: The County may procure goods or personal services without competition for direct use by a recipient of County administered public assistance or social services programs as defined by § 63.2-100 of the Code of Virginia, or community services board as defined in §37.2-100, or any public body purchasing services under the Children's Services Act for At-Risk Youth and Families (§2.2-5200 et seq.) or the Virginia Juvenile Community Crime Control Act (§16.1-309.2 et seq.) provided such good or personal service is delivered by a vendor upon specific instructions from the appropriate employee of the County. Contracts for the bulk procurement of goods and services for use of recipients shall not be exempted from the requirements of competitive procurement.

F. Workshops or Employment Services Organizations: The County Purchasing Agent may enter into contracts without competition for the purchase of goods or services which are produced or performed by persons or in schools or workshops under the supervision of the Virginia Department for the Blind and Visually Impaired; or which are produced or performed by employment services organizations which offer transitional or supported employment services serving individuals with disabilities.

G. Other Special Exemptions: Procurement for single or term contracts for goods and services not expected to exceed $200,000 as identified by the Purchasing Agent.

H. Ballots and Elections Materials: The provisions of Articles 1, 2, and 5 of the Purchasing Resolution shall not apply to contracts for equipment, software, services, the printing of ballots or statements of results, or other materials essential to the conduct of the election, except as stated in §24.2-602. The provisions of Fairfax County Purchasing Resolution, Article 6, shall apply to such contracts.

FAIRFAX COUNTY PURCHASING RESOLUTION

Section 4. Exemptions from the Purchasing Resolution.

A. Retirement Board Investments, Actuarial Services: The selection of services related to the management, purchase, or sale of investments authorized by Virginia Code Ann. §51.1-803, including but not limited to actuarial services, shall be governed by the standard of care set forth in Virginia Code Ann. § 51.1-803(A) and shall not be subject to the provisions of the Purchasing Resolution or the VPPA.

B. Conference Planning: Acquisition of the use of meeting rooms and lodging rooms in hotels or motels is considered to be short term rentals of portions of real property -real estate transactions. So long as the procurement involves only the use of the facilities, the competitive requirements of the Fairfax County Purchasing Resolution do not apply. However, if the procurement includes the provision of catered meals, audio visual equipment, or other related services, and the value of these other included services exceeds the $10,000 level for which competition is required, the entire procurement, including the use of the space, shall be procured competitively as a package based on its anticipated value.

C. Virginia Grown Food Products: Neither the VPPA or the Purchasing Resolution applies to the purchase of Virginia-grown food products for use by a public body where the annual cost of the product is not expected to exceed $100,000, provided that the procurement is accomplished by (i) obtaining written solicitation of a minimum of three bidders or offerors if practicable and (ii) including a written statement regarding the basis for awarding the contract.

D. Finance Board Investments: Pursuant to Virginia Code Ann. § 15.2-1548, the selection of services related to the management, purchase, or sale of authorized investments, including but not limited to actuarial services, of the local finance board shall not be subject to the provisions of the Virginia Public Procurement Act.

E. Multidivisional Online Providers: Pursuant to Virginia Code Ann. §22.2-212.24, the Fairfax County Public Schools may enter into contracts, consistent with the criteria approved by the FCPS Board, with approved private or nonprofit organizations to provide multidivisional online courses and virtual school programs. Such contracts shall be exempt from the Virginia Public Procurement Act.

F. Subaward Agreements: Subaward Agreements entered into pursuant to the principles set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200 *et seq.*) are not subject to the Purchasing Resolution. Subaward Agreements and associated documents may, however, be executed by the Purchasing Agent.

G. Public Private Education Facilities and Infrastructure: The "Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA)" (Virginia Code § 56-575 et seq.) provides public entities an option for either approving an unsolicited proposal from a private entity or soliciting request for proposals or invitation for bids from private entities. Such projects are exempt from the Virginia Public Procurement Act. The County has developed procedures that are consistent with the principles of the PPEA and adopted by the Board of Supervisors.

Section 5. General Purchasing Provisions.

A. Competitive Solicitation Process.

1. The County Purchasing Agent shall solicit bids from all responsible prospective vendors who have registered their firm to be included on the Commonwealth of Virginia's "eVA" central vendor registration system for all solicitations using the competitive sealed bidding and competitive negotiation methods of procurement. Other potential vendors may be solicited at the discretion of the County Purchasing Agent.

2. The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or informal procurement methods of procurement. In submitting a bid or proposal each bidder shall, by virtue of submitting a bid, guarantee that the bidder has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising for bids.

3. All solicitations shall include the following provisions:

a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or

debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph a. has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

4. Unless otherwise provided in the Invitation to Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named: it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

5. Prospective contractors may be prequalified for particular types of supplies, services, insurance, or construction, and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedures shall be established in writing and sufficiently in advance of their implementation to allow potential contractors a fair opportunity to complete the process.

6. Prospective contractors may be debarred from contracting for particular types of goods, services, insurance, or construction, for specified periods of time. The debarment procedures are set forth under Article 5, Section 1.

7. The County shall establish procedures whereby comments concerning specifications or other provisions in Invitations to Bid or Requests for Proposal can be received and considered prior to the time set for receipt of bids or proposals or award of the contract.

8. Withdrawal of bids by a bidder.

   a. A bidder for a contract other than for public construction may request withdrawal of their bid under the following circumstances:

      1) Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.

2) Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

3) No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

4) If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.

5) No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

6) If the County denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

7) Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of Article 2, Section 5, Paragraph C.

B. Contract Award Process.-

1. The County Purchasing Agent shall have the authority to waive informalities in bids, reject all bids, parts of all bids, or all bids for any one or more good or service included in a solicitation when in their judgment the public interest is best served. If all bids are for the same total amount or unit price (including authorized discounts and delivery times) and if the public interest will not permit the delay of re-advertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if none, to the resident Virginia tie bidder, or if none, to one of the tie bidders by drawing lots in public;

or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services.

2. When in the course of procuring goods, if the County receives two or more bids for products that are Energy Star certified, meet FEMP-designated efficiency requirements, appear on FEMP's Low Standby Power Product List, or are WaterSense certified, the County may only select among those bids unless, before selecting a different bid, the Purchasing Agent provides a written statement that demonstrates the bid price(s) of such products are unreasonable.

3. The County Purchasing Agent shall be responsible for determining the responsibility of a bidder. In determining responsibility, the following criteria will be considered:

    a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

    b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

    c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

    d. The quality of performance of previous contracts or services;

    e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;

    f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

    g. The quality, availability and adaptability of the goods or services to the particular use required;

    h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

    i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent;

j. Whether the bidder who is not prequalified by the Virginia Department of Transportation has complied with criteria set forth in the solicitation regarding safety training programs, apprenticeship, and compliance records; and

k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

4. Pursuant to Virginia Code §15.2-1237, all contracts shall be approved as to form by the County Attorney or other qualified attorney and a copy of each long-term contract shall be filed with the Chief Financial Officer of the County.

5. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the responsive bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the apparent low bidder to obtain a contract price within available funds; however, such negotiations may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the Invitation to Bid.

6. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or $50,000, whichever is greater, without the advance written approval of the Purchasing Agent. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

C. Disclosure of Information.-

Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

1. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

2. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all

bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in 3. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

3. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to Article 2, Section 5.E shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.

4. Nothing contained in this section shall be construed to require the County, when procuring by competitive negotiation, to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

D. Bonds

1. The County may, at the discretion of the County Purchasing Agent, require bid, payment or performance bonds for contracts for goods or services if provided in the Invitation to Bid or Request for Proposal.

   No forfeiture under a bid bond shall exceed the lesser of:
   a. the difference between the bid for which the bond was written and the next low bid, or
   b. the face amount of the bid bond.

2. Action on performance bond - No action against the surety on a performance bond shall be brought unless within one year after (1) completion of the contract, including

the expiration of all warranties and guarantees or (2) discovery of the defect or breach of warranty, if the action be for such, in all other cases.

3. Actions on payment bonds:

   a. Subject to the provisions of subsection (b) hereof, any claimant who has performed labor or furnished material in accordance with the contract documents in the prosecution of the work provided in any contract for which a payment bond has been given, and who has not been paid in full therefore before the expiration of ninety days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on such payment bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.

   b. Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he has given written notice to the contractor within 180 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where their office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection.

   c. Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

   d. Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and executed after such person has performed labor or furnished material in accordance with the contract documents.

4. Alternative forms of security:
   a. In lieu of a bid, payment or performance bond a bidder may furnish a certified check, cashier’s check or cash escrow in the face amount required for the bond.

b. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

E. Prequalification. –

1. Any prequalification of prospective contractor by the County shall be pursuant to a prequalification process.

   a. At least thirty days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the County shall advise in writing, each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.

   b. A decision by the County denying prequalification under the provisions of this subsection shall be final and conclusive unless the prospective contractor appeals the decision in writing within ten (10) days after receipt of the notice by instituting legal action as provided in the Code of Virginia. The prospective contractor may not institute legal action until all statutory requirements have been met. If, upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Fairfax County Purchasing Resolution, the sole relief shall be restoration of eligibility.

2. The County may deny prequalification to any contractor only if the County finds one of the following:

   a. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the County shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;

b. The contractor does not have appropriate experience to perform the project in question;

c. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts;

d. The contractor has been in substantial noncompliance with the terms and conditions of prior contracts with the County without good cause. If the County has not contracted with a contractor in any prior contracts, the County may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable contracts with another public body without good cause. The County may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior file and such information relating thereto given to the contractor at that time, with the opportunity to respond;

e. The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental contracting, including, but not limited to, violation of Article 6 of the Virginia Public Procurement Act (§2.2-4367 et seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et seq.), Chapter 42 (§59.1-68.6 et seq.) of Title 59, or any substantially similar law of the United States or another state;

f. The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and

g. The contractor failed to provide to the County in a timely manner any information requested by the County relevant to subdivisions (a) through (f) of this subsection.

Section 6. Compliance with Conditions on Federal Grants or Contract.

Where a procurement transaction involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned upon compliance with mandatory requirements in federal laws or regulations not in conformance with the policy of full and open competition, the County Purchasing Agent may comply with the federal requirements only upon written determination by the County Executive and/or Board of Supervisors that acceptance of the grant or contract funds

under the applicable conditions is in the public interest. Such determination shall state the specific provisions of this section in conflict with the conditions of the grant or contract.

Section 7. HIPAA Compliance.

The County is a "covered entity" as defined in 45 Code of Federal Regulations Section 160.103 by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The County has elected to designate itself as a Hybrid Covered Entity. In particular, the County performs HIPAA covered functions when it provides services as a health care provider transmitting health care information in an electronic format in connection with a transaction for which there has been a standard established in accordance with Subparts 160 and 162. A contractor may be designated a business associate pursuant to 45 CFR part 164.504(e) and 164.308 (b) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board; the Health Department; Fire and Rescue Department - Emergency Medical Services Division; and the Department of Human Resources, Benefits Division (health plan) upon award of contract.

Each contractor must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and, if required, the contractual provisions of the Fairfax County Business Associate agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Code of Virginia – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information. Additional information may be obtained by going to the Fairfax County Web site at: https://www.fairfaxcounty.gov/topics/hipaa-health-insurance-portability-accountability-act

Section 8. Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth.

A. Pursuant to competitive sealed bidding or competitive negotiation, the County shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

B. Any bidder or offeror described in subsection B that fails to provide the required information may not receive an award unless a waiver of this requirement and the administrative policies

and procedures established to implement this section is granted by the County Purchasing Agent.

C. Any business entity described in subsection A that enters into a contract with the County pursuant to this section shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

D. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Article 3

CONTRACT TERMS AND CONDITIONS

Section 1. Authority to Bind the County.

The parties agree that only the Purchasing Agent may bind the County to contract terms or conditions. Any term or condition invoked through an "I agree" click box or other comparable mechanism (i.e. "click wrap" or "brows wrap" agreement) does not bind the County or any County authorized end user to such terms or conditions, unless agreed to in writing by or on behalf of the Purchasing Agent.

Section 2. Mandatory Terms and Conditions Applicable to All Contracts.

The following terms and conditions, as set forth below, are deemed included in all contracts for the purchase of goods, services, or both governed by the Purchasing Resolution. These terms and conditions will apply with the same force and effect as if set forth in the contract or ordering document.

A. Non-Discrimination. During the performance of this contract, the contractor agrees as follows:

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 provision.

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

B. Immigration Reform and Control Act Compliance. The contractor does not, and shall not, during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.

C. Information and Communications Technology Accessibility Requirements.

1. Compliance Requirement. All information and communications technology (ICT) purchased or upgraded pursuant to this Contract for use by Fairfax County and its related public bodies that are a "covered entity" of the Commonwealth (the County), shall comply with the Information Technology Access Act, §§ 2.2-3500 through § 2.2-3505 of the Code of Virginia. "ICT" refers to any website, application, or other product or service primarily intended to fulfill or enable the function of information processing and communication by electronic means, including transmission and display via the Internet.

2. Certification or Documentation. For ICT delivered under this Contract that will be used by the County or made available to the public, Contractor must certify that the ICT conforms with "accessibility," as that term is defined in Virginia Code § 2.2-3501, to mean alignment with federal Section 508 standards and Section 255 guidelines adopted pursuant to 29 U.S.C. § 794d and 47 U.S.C. § 255, and 28 C.F.R. § 35.200.

   If Contractor cannot certify full conformance of accessibility, the Contractor must provide:

   a. Contractor-paid and completed Accessibility Conformance Report (as that term is defined in Virginia Code § 2.2-3501) indicating the level of conformance with

accessibility for the ICT being procured. The Accessibility Conformance Report must be completed by a digital accessibility subject matter expert with significant experience with product evaluation or by a qualified neutral third party; and

b. a Contractor-paid and completed Vendor Accessibility Roadmap (as that term is defined in Virginia Code § 2.2-3501) documenting any areas of nonconformance and including a timeline for each nonconforming area's completion.

3. No Waiver of Contractor Obligations. Consistent with 28 C.F.R. § 35.201 and 36 C.F.R. Part 1194, Appendix A, § E202, the County may, in its sole discretion, procure non-accessible ICT, if such procurement does not result in individuals with disabilities being denied the benefit of any program, service, or activity. This discretion does not waive Contractor's obligations to comply with accessibility requirements and provide required certifications or documentation.

D. Prohibition on the Use of Certain Products, Services, Applications, and Website. Fairfax County may not use, whether directly or through work with or on behalf of another public body, any hardware, software, or services that have been prohibited by the Commonwealth of Virginia and/or the U.S. Federal Government, including the Department of Homeland Security, for use on federal systems.

E. Venue. Venue for any claim under a contract or arising out of an order is exclusively in the state courts of Fairfax County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.

F. Choice of Law. Any contract or ordering document will be governed for all purposes by and construed in accordance with the laws of the Commonwealth of Virginia.

G. Order of Precedence. If a term or condition included in a contract or ordering document (including any addendum, schedule, appendix, exhibit, or attachment) conflicts with the contract terms contained in this Article, this Article will control.

H. Contractual Disputes. Contractual disputes must be resolved as set forth in Article 5 of the Purchasing Resolution.

I. Electronic Signatures. Contractors agree that contracts and other associated documents may be executed using electronic signatures and delivered by electronic means. When electronic signatures are used, Contractors agree that the signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

J. Forced and Indentured Child Labor Prohibition. Contractors are prohibited from the use of "forced or indentured child labor" in the performance of the contract. Forced or indentured child labor means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Section 3. Mandatory Terms Applicable to Contracts (including Amendments) in Excess of $200,000.

A. Authorization to Transact Business in the Commonwealth. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

B. Audit by the County. The County or its agent has reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form. The Purchasing Agent may accept modifications to this requirement, in their discretion.

C. Drug Free Workplace. During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. The Purchasing Agent may, in their discretion, accept a vendor's drug free workplace policy as satisfaction of

this requirement, even if the vendor's drug free workplace policy differs from the requirements stated above.

Section 4. Prohibited Terms and Conditions.

The following terms and conditions are prohibited in any contract or ordering document executed by the County. No term or provision in any public contract for the acquisition of goods or services, including information technology goods or services, shall be valid or enforceable to the extent that it conflicts with this Purchasing Resolution or Virginia law. A public contract containing such a term or provision shall otherwise remain enforceable. As used in this section, "information technology goods or services" means communications, telecommunications, automated data processing, applications, databases, data networks, management information systems, and other related goods and services.

A. No Indemnification by the County. Under applicable law the County cannot indemnify or defend the Contractor or any third party.

B. Contracts Subject to Appropriation by Board of Supervisors. The County is not bound by any provision in a contract or ordering document that may or will cause the County, its agencies, or employees, to make or otherwise authorize an obligation in excess of the amount appropriated by the Fairfax County Board of Supervisors for such purpose. Such provisions include, for example, automatic renewal of the agreement, penalty payments by the County, indemnification by the County, and payment by the County of taxes or charges not specifically included in the prices of the goods or services.

C. Binding Arbitration or Mediation. The County does not agree to submit to any form of binding alternative dispute resolution, including without limitation arbitration or mediation, unless specifically authorized by the Board of Supervisors.

D. Limitation of Rights and Waiver of Remedies. The County does not agree to limit its rights or waive its remedies at law or in equity, unless specifically authorized by the Board of Supervisors.

E. Limitation of Liability. There is no limitation on the liability of a contractor for claims for bodily injury, including death, and damage to real property or tangible personal property resulting from the negligence of a contractor or any employee of a contractor. For information technology goods or services contracts in excess of $200,000 there is no limitation of liability of a contractor for the intentional or willful misconduct, fraud, or recklessness of a supplier or any employee of a supplier.

FAIRFAX COUNTY PURCHASING RESOLUTION

F. Confidentiality. The County will not be bound by any confidentiality provision that is inconsistent with the requirements of the Virginia Code, including the Virginia Freedom of Information Act.

G. Unilateral Modification. Unilateral modification of the contract or ordering document by the contractor is prohibited.

H. Choice of Law and Venue. Any term or provision in a contract that (i) makes the public contract subject to, governed by, or interpreted under the laws of another state or country or (ii) requires or permits any litigation or other dispute resolution proceeding arising from the public contract to be conducted in another state or country shall be void. Such public contract shall instead be deemed to provide for the application of the law of the Commonwealth of Virginia, without regard to such contract's choice of law provisions, and to provide for jurisdiction in the courts of the Commonwealth.

FAIRFAX COUNTY PURCHASING RESOLUTION

Article 4

CONSTRUCTION CONTRACTING

Section 1. Authority.

The procurement of architectural, engineering and related consultant services for construction projects and the contracting for construction projects are as set out in Article 1, Section 3.

Section 2. Rules and Regulations.

The Agencies designated in Section 1 above shall prepare and maintain detailed rules and regulations on the conduct of these contracting actions. Such rules and regulations shall be consistent with this Resolution and the laws of the Commonwealth of Virginia. Such rules and regulations shall be approved by the Purchasing Agent for County staff agencies or the administrative head of the respective public body involved.

Section 3. Purchasing Policies.

A. Construction may be procured by competitive negotiation as set forth in the Code of Virginia, subsection D of §2.2-4303 for the construction of highways and any draining, dredging, excavation, grading or similar work upon real property.

B. The Purchasing Agent may establish written purchase procedures not requiring competitive sealed bids or competition negotiation for single or term contracts for non-transportation-related construction, if the aggregate or the sum of all phases is not expected to exceed $300,000; and transportation-related construction, if the aggregate or sum of all phases is not expected to exceed $25,000. However, such purchase procedures shall provide for competition wherever practicable.

C. No contract for the construction of any building or for an addition to or improvement of an existing building for which state funds of $50,000 or more in the aggregate or for the sum of all phases of a contract or project, either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive bidding or competitive negotiation as provided in this Resolution and law. The procedure for the advertising for bids and letting of the contract shall conform, mutatis mutandis, to the Virginia Public Procurement Act.

D. A contract for architectural or professional engineering services relating to multiple projects may be awarded provided (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the Request for Proposal, and (iii) the contract term is limited to one year and may be renewable for three additional terms at the option of the County. Under such contract, (a) the fair and reasonable prices, as negotiated, shall be used in determining the cost of each project performed, (b) the sum of all projects performed in a contract term shall not exceed $10 million, (c) the fee for any single project shall not exceed $2.5 million. Any unused amounts from the first contract term shall not be carried forward to the additional term(s). Competitive negotiations for such contracts may result in awards to more than one offeror provided (1) the Request for Proposal so states and (2) the County has established procedures for distributing multiple projects among the selected contractors during the contract term.

E. No County construction contract shall waive, release, or extinguish the rights of a contractor to recover costs or damages for unreasonable delay, in performing such contract, either on their behalf or on behalf of their subcontractor if and to the extent such delay is caused by acts or omissions of the County, its agents or employees and due to causes within their control.

1. Subsection E shall not be construed to render void any provision of a County construction contract that:

    a. Allows the County to recover that portion of delay costs caused by the acts or omissions of the contractor, or its subcontractor, agents or employees;
    b. Requires notice of any delay by the party claiming the delay;
    c. Provides for liquidated damages for delay; or
    d. Provides for arbitration or any other procedure designed to settle contract disputes.

2. A contractor making a claim against the County for costs or damages due to the alleged delaying of the contractor in the performance of its work under any County construction contract shall be liable to the County and shall pay the County for a percentage of all costs incurred by the County in investigating, analyzing, negotiating, litigating and arbitrating the claim, which percentage shall be equal to the percentage of the contractor's total delay claim which is determined through litigation or arbitration to be false or to have no basis in law or in fact.

3. A public body denying a contractor’s claim for costs or damages due to the alleged delaying of the contractor in the performance of work under any public construction contract shall be liable to and shall pay such contractor a percentage of all costs incurred by the contractor to investigate, analyze, negotiate, litigate and arbitrate the claim. The percentage paid by the County shall be equal to the percentage of the contractor’s total

delay claim for which the County's denial is determined through litigation or arbitration to have been made in bad faith.

Section 4. Methods of Procurement.

A. Construction Management/Design Build Services. In addition to competitive bidding and competitive negotiations, the County may enter into a contract for construction on a fixed price or not-to-exceed price design-build or construction management basis consistent with this Resolution and law.

1. Prior to making a determination as to the use of construction management or design-build for a specific construction project, the County shall have in its employ or under contract a licensed architect or engineer with professional competence appropriate to the project who shall (i) advise the County regarding the use of construction management or design-build for that project and (ii) assist the County with the preparation of the Request for Proposal and the evaluation of such proposals.

2. A written determination shall be made in advance by the County that competitive sealed bidding is not practicable or fiscally advantageous, and such writing shall document the basis for the determination to utilize construction management or design-build. The determination shall be included in the Request for Qualifications and be maintained in the procurement file.

3. Procedures adopted by the County for construction management pursuant to this article shall include the following requirements:

    a. Construction management may be utilized on projects where the project cost is expected to be less than the project cost threshold established in the procedures adopted by the Secretary of Administration for the Commonwealth using construction management contracts, provided that (i) the project is a complex project and (ii) the project procurement method is approved by the local governing body. The written approval of the governing body shall be maintained in the procurement file; public notice of the Request for Qualifications is posted on the Department's central electronic procurement website, known as eVA, at least 30 days prior to the date set for receipt of qualification proposals;
    b. The construction management contract is entered into no later than the completion of the schematic phase of design, unless prohibited by authorization of funding restrictions;
    c. Prior construction management or design-build experience or previous experience with the Department's Bureau of Capital Outlay Management shall not be required as a prerequisite for award of a contract. However, in the

selection of a contractor, the County may consider the experience of each contractor on comparable projects;

d. Construction management contracts shall require that (i) no more than 10 percent of the construction work, as measured by the cost of the work, be performed by the construction manager with its own forces and (ii) the remaining 90 percent of the construction work, as measured by the cost of the work, be performed by subcontractors of the construction manager, which the construction manager shall procure by publicly advertised, competitive sealed bidding to the maximum extent practicable. The provisions of this subdivision shall not apply to construction management contracts involving infrastructure projects;

e. The procedures allow for a two-step competitive negotiation process; and

f. Price is a critical basis for award of the contract.

4. Procedures adopted by the County for design-build construction projects shall include a two-step competitive negotiation process consistent with the standards established by the Division of Engineering and Buildings of the Department for state public bodies.

5. The County shall report by no later than November 1 of each year to the Director, Department of General Services on all completed capital projects in excess of $2 million, which report shall include at a minimum (i) the procurement method utilized; (ii) the project budget; (iii) the actual project cost; (iv) the expected timeline; (v) the actual completion time; and (vi) any post-project issues.

C. Job order contracting; limitations. Where the method for procurement of job order construction is competitive negotiation, the following shall apply:

1. A job order contract may be awarded by the County for multiple jobs, provided (i) the jobs require similar experience and expertise, (ii) the nature of the jobs is clearly identified in the solicitation, and (iii) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized in this section, whichever occurs first.

2. Such contracts may be renewable for three additional one-year terms at the option of the County. The fair and reasonable prices as negotiated shall be used in determining the cost of each job performed, and the sum of all jobs performed in a one-year contract term shall not exceed $10 million. Subject to the maximum threshold amount, no individual job order shall exceed $1,000,000.

3. For the purposes of this section, any unused amounts from one contract term shall not be carried forward to any additional term.

4. Order splitting with the intent of keeping a job order under the maximum dollar amounts prescribed in subsection 2 is prohibited.

5. No job order contract shall be issued solely for the purpose of receiving professional architectural or engineering services that constitute the practice of architecture or the practice of engineering as those terms are defined in Article 1, Section 6. However, professional architectural or engineering services may be included on a job order where such professional services (i) are incidental and directly related to the job, (ii) do not exceed $25,000 per job order, and (iii) do not exceed $75,000 per contract term.

6. Job order contracting shall not be used for construction, maintenance, or asset management services for a highway, bridge, tunnel, or overpass. However, job order contracting may be used for safety improvements or traffic calming measures for individual job orders up to $250,000, subject to the maximum annual threshold amount established in this section.

Section 5. Prequalification, Bonds, Escrow Accounts.

Prospective contractors may be prequalified for particular types of supplies, services, insurance, or construction, and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedures shall be established in writing and sufficiently in advance of their implementation to allow potential contractors a fair opportunity to complete the process.

A. Any prequalification of prospective contractors for construction by the County shall be pursuant to a prequalification process for construction projects as outlined below.

1. The application form used in such process shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. The form shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information pursuant to Article 2, Section 4, Paragraph C.

2. In all instances in which the County requires prequalification of potential contractors for construction projects, advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in this subsection to be accomplished.

3. At least thirty days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the County shall advise in writing, each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.

4. A decision by the County denying prequalification under the provisions of this subsection shall be final and conclusive unless the prospective contractor appeals the decision in writing within ten (10) days after receipt of the notice by instituting legal action as provided in the Code of Virginia. If upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Fairfax County Purchasing Resolution, the sole relief shall be restoration of eligibility.

B. The County may deny prequalification to any contractor only if the County finds one of the following:

1. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the County shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;

2. The contractor does not have appropriate experience to perform the construction project in question;

3. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

4. The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with the County without good cause. If the County has not contracted with a contractor in any prior construction contracts, the County may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. The County may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the

prior construction file and such information relating thereto given to the contractor at that time, with the opportunity to respond;

5. The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, violation of Article 6 of the Virginia Public Procurement Act (§2.2-4367 et seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et seq.), Chapter 42 (§59.1-68.6 et seq.) of Title 59, or any substantially similar law of the United States or another state;

6. The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and

7. The contractor failed to provide to the County in a timely manner any information requested by the County relevant to subdivisions (1) through (7) of this subsection.

   a. If the County has a prequalification ordinance that provides for minority participation in municipal construction contracts, that public body may also deny prequalification based on minority participation criteria, provided, however, that nothing herein shall authorize the adoption or enforcement of minority participation criteria except to the extent that such criteria, and the adoption and enforcement thereof, are in accordance with the Constitution and laws of the United States and the Commonwealth.

C. Withdrawal of bids by a bidder.

1. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw their bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw their bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from

inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

2. The bidder shall give notice in writing of their claim of right to withdraw their bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. No bid shall be withdrawn when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. The lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

3. The County shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the County denies the withdrawal of a bid, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the bidder.

D. Progress Payments.

1. In any public contract for construction which provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least ninety-five percent of the earned sum when payment is due, with no more than five percent being retained to be included in the final payment. Any subcontract for a public project which provides for similar progress payments shall be subject to the same limitations.

E. Bonds.-

1. Except in cases of emergency, all bids or proposals for construction contracts in excess of $500,000 shall be accompanied by a bid bond from a surety company selected by the bidder which is legally authorized to do business in Virginia, as a guarantee that if the contract is awarded to such bidder, that bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent of the amount bid.

No forfeiture under a bid bond shall exceed the lesser of:

a. the difference between the bid for which the bond was written and the next low bid, or

b. the face amount of the bid bond.

Nothing in this section shall preclude the County from requiring bid bonds to accompany bids or proposals for construction contracts anticipated to be less than $500,000.

2. Performance and payment bonds:

a. Upon the award of any public construction contract exceeding $500,000 awarded to any prime contractor, the contractor shall furnish to the County the following bonds:

1) A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract.

2) A payment bond in the sum of the contract amount, unless the contract is an indefinite delivery or quantity contract and the County has adopted an ordinance pursuant to subsection f. The bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in furtherance of the work provided for in the contract, and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the work. As used in this subdivision "Labor or materials" includes public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

b. Each of such bonds shall be executed by one or more surety companies selected by the contractor which are legally authorized to do business in Virginia.

c. Such bonds shall be payable to the County of Fairfax and filed with the County or a designated office or official.

d. Nothing in this section shall preclude the County from requiring payment or performance bonds for construction contracts below $500,000.

e. Nothing in this section shall preclude such contractor from requiring each subcontractor to furnish a payment bond with surety in the sum of the full amount

of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts which are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

f. For indefinite delivery or quantity contracts awarded pursuant to subsection a, the County may, by ordinance allow the contractor awarded such contract to furnish to the County a performance bond and a payment bond, each of which shall be equal to the dollar amount of the individual tasks identified in the underlying contract. Such contractor shall not be required to pay the performance bond and payment bond in the sum of the contract amount if the County has adopted such an ordinance pursuant to this subsection. For purposes of this section, "indefinite delivery or quantity contract" means a contract that only requires performance of contractual obligations upon the request of the County and which establishes an annual cap for the total work that may be authorized for such contract.

3. Action on performance bond - No action against the surety on a performance bond shall be brought unless within one year after (1) completion of the contract, including the expiration of all warranties and guarantees or (2) discovery of the defect or breach of warranty, if the action be for such, in all other cases.

4. Actions on payment bonds:

a. Subject to the provisions of subsection (b) hereof, any claimant who has performed labor or furnished material in accordance with the contract documents in the prosecution of the work provided in any contract for which a payment bond has been given, and who has not been paid in full therefore before the expiration of ninety days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on such payment bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.

b. Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he has given written notice to the contractor within 180 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was

furnished. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where their office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection.

c. Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

d. Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and executed after such person has performed labor or furnished material in accordance with the contract documents.

5. Alternative forms of security:

a. In lieu of a bid, payment or performance bond a bidder may furnish a certified check, cashier's check or cash escrow in the face amount required for the bond.

b. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

F. Escrow Accounts.-

1. The County, when contracting directly with contractors for public contracts of $200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, where portions of the contract price are to be retained, shall include an option in the bid or proposal for the contractor to use an Escrow account procedure for utilization of the County's retainage funds by so indicating in the space provided in the bid or proposal documents and executing the Escrow Agreement form provided by the County. In the event the contractor elects to use the Escrow account procedure, the Escrow Agreement form shall be executed and submitted to the County within fifteen days after receipt of notification of contract award by the contractor.

2. The executed Escrow Agreement Form shall be submitted to the Office designated in the bid or proposal documents. If the Escrow Agreement Form is not submitted to the designated office within the fifteen day period, the contractor shall forfeit their rights to the use of the Escrow account procedure.

3. The Purchasing Agent shall promulgate escrow regulations. In order to have retained funds paid to an escrow agent, the contractor, the escrow agent and the surety shall execute the Escrow Agreement form. The contractor's escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth and shall satisfy escrow agent qualifications promulgated by the Purchasing Agent.

4. This subsection F. shall not apply to public contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.

5. Any such public contract for construction with the County which includes payment of interest on retained funds, may include a provision whereby the contractor, exclusive of reasonable circumstances beyond the control of the contractor stated in the contract, shall pay a specified penalty for each day exceeding the completion date stated in the contract.

6. Any subcontract for such public project that provides for similar progress payments shall be subject to the provisions of this section.

This subsection F. shall apply to contracts as provided in the Code of Virginia, §2.2-4334.

FAIRFAX COUNTY PURCHASING RESOLUTION

Article 5

BIDDER/CONTRACTOR REMEDIES

Section 1. Ineligibility.

A. Debarment as used in this section means any action taken by the County Purchasing Agent to exclude individuals or entities from contracting with County agencies or organizations for particular types of supplies, services, insurance, or construction for a specified period of time. A prospective contractor may be suspended from participating in County procurements if there is evidence that the prospective contactor has committed an act that would be the basis of a debarment and immediate action is needed to protect the County's interests. Debarment or suspension do not relieve the contractor of responsibility for its existing obligations.

B. The County Purchasing Agent shall have the authority to suspend or debar a prospective contractor from contracting for particular types of supplies, services, insurance or construction, for specified periods of time for the causes stated below:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;

3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;

4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:

    a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;

5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project;

7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

C. Ineligibility Period. Debarment shall be for a period of ninety (90) days to three (3) years, at the discretion of the County Purchasing Agent. The period of suspension shall not exceed one year. A debarment or suspension may be lifted or stayed at any time if the County Purchasing Agent determines that doing so is in the best interests of the County.

D. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.

1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

E. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

Section 2. Appeal of Denial of Withdrawal of Bid.

A. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.

B. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 5A, paragraph 8, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

C. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

Section 3. Appeal of Determination of Non-responsibility.

A. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

B. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

Section 4. Protest of Award or Decision to Award.

A. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County

of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 5.C, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 5.D, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.

B. If, prior to award, it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

C. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

D. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

FAIRFAX COUNTY PURCHASING RESOLUTION

Section 5. Contractual Disputes.

A. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce their decision to writing and mail or otherwise forward a copy to the contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.

B. The Contractor's contractual claims, whether for money or other relief, must be submitted to the County Purchasing Agent in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given to the County Purchasing Agent at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

Section 6. Legal Action.

A. In addition to the requirements of Section 5, any bidder, offeror, potential bidder or offeror, or contractor that seeks monetary relief or damages from the County must submit its claim to the Board of Supervisors in compliance with Virginia Code §§ 15.2-1243 through 1249. The requirement to submit a claim for monetary relief or damages to the Board of Supervisors does not alter, toll, extend, or otherwise vary the Contractor's obligation to appeal the Purchasing Agent's decision within six (6) months of the date of Purchasing Agent's final written decision by instituting legal action, as described in Section 5.

B. No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

FAIRFAX COUNTY PURCHASING RESOLUTION

Article 6

ETHICS IN COUNTY CONTRACTING

Section 1. General.

A. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), and Articles 2 (§ 18.2-438 et seq.) and 3 (§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

B. No County employee having official responsibility for a procurement transaction (except as may be specifically allowed by subdivisions of B1, B2, and B3 of § 2.2-3112) shall participate in that transaction on behalf of the County when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or,

2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or,

3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or,

4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror or contractor.

Section 2. Solicitation or Acceptance of Gifts.

No County employee having official responsibility for a procurement transaction shall solicit, demand, accept or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services personal use rebates or anything

of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The County may recover the value of anything conveyed in violation of this section. No employee shall use rebates provided by any vendor for personal use. All monetary rebates received as the result of a procurement transaction are for the sole use of the County.

Section 3. Disclosure of Subsequent Employment.

No County employee or former County employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the County employee or former County employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the County unless the County employee, or former County employee, provides written notification to the County prior to commencement of employment by that bidder, offeror or contractor.

Section 4. Gifts.

No bidder, offeror, contractor or subcontractor shall confer upon any County employee having official responsibility for a procurement transaction 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 is exchanged.

Section 5. Kickbacks.

A. No contractor or subcontractor shall demand or receive from any of their suppliers or their subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything present or promised, unless consideration of substantially equal or greater value is exchanged.

B. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

C. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a County contract.

D. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and will be

recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

E. No person who, for compensation, prepares an invitation to bid or request for proposal for or on behalf of the County shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement which is not available to the public. However, the County may permit such person to submit a bid or proposal for that procurement or any portion thereof if the County determines that the exclusion of such person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the County.

Section 6. Purchase of Building Materials, etc., from Architect or Engineer Prohibited.

A. No building materials, supplies or equipment for any building or structure constructed by or for the County shall be sold by or purchased from any person employed as an independent contractor by the County to furnish architectural or engineering services, but not construction, for such building or structure; or from any partnership, association or corporation in which such architect or engineer has a personal interest as defined in §2.2-3101 of the Code of Virginia.

B. No building materials, supplies, or equipment for any building or structure constructed by or for the County shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies, or equipment to be used in such building or structure to the independent contractor employed by the County to furnish architectural or engineering services in which such person has a personal interest as defined in §2.2-3101 of the Code of Virginia.

C. The provisions of this Section shall not apply in the case of emergency.

Section 7. Certification of Compliance; Penalty for False Statements.

A. The County may require County employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this section.

B. Any County employee required to submit a certification as provided in subsection a. of this section who knowingly makes a false statement in such certification shall be punished as provided in §2.2-4377 of the Code of Virginia.

Section 8. Misrepresentations.

No County employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

Section 9. Penalty for Violation.

The penalty for violations of any of the provisions under Article 6 of this Resolution is provided in the Code of Virginia, §2.2-4377.

Section 10. Personal Conflicts of Interest

It is County policy to require contractors to:

A. Identify and prevent personal conflicts of interest of their employees who perform an acquisition function closely associated with inherently governmental functions; and

B. Prohibit employees who have access to non-public County information from using such information for personal gain.

Failure to comply may result in suspension or debarment or termination for cause. The Purchasing Agent may waive, in exceptional circumstances, a personal conflict of interest or waive the requirement to prevent conflict of interest for a particular employee, if the Purchasing Agent determines in writing that such mitigation is in the best interest of the County.

FAIRFAX COUNTY PURCHASING RESOLUTION

Article 7

PROPERTY MANAGEMENT

The Director of the Department of Procurement and Material Management is responsible for the management of all Fairfax County and Fairfax County Public Schools (FCPS) property, supplies and equipment except as excluded by formal agreement between the County and other public bodies. This includes physical accountability of consumable supplies and accountable equipment, as well as, validation of the inventory and accountable equipment values reported in Fairfax County's Comprehensive Annual Financial Report. DPMM shall prescribe the procedures to be used by departments in the acquisition, receipt, storage and management, and issuance of consumable supplies and accountable equipment inventory, and disposition of excess and surplus County property.

Section 1. County Consolidated Warehouse (Logistics Center).

The Director of the Department of Procurement and Material Management is responsible for operation of the County Logistics Center which provides temporary storage and distribution of the supplies and equipment to all County departments. The Logistics Center may be used as the storage point for customer owned inventory from other departments. The Director of the Department of Procurement and Material Management is responsible for space management and logistics coordination at the Logistics Center.

Section 2. Inventory Accountability.

Departments and Fairfax County Public Schools are required to establish and maintain accountability of consumable inventories and accountable equipment in their custody, and to conduct periodic physical inventories in accordance with schedules published by the Director of the Department of Procurement and Material Management.

Section 3. Consumable Inventory Property Management.

The Director of the Department of Procurement and Material Management shall exercise oversight responsibility over all consumable inventory warehouses and stockrooms. The program shall be administered in accordance with industry standards and best practices.

FAIRFAX COUNTY PURCHASING RESOLUTION

Section 4. Accountable Equipment Inventory Property Management.

A. The Director of the Department of Procurement and Material Management shall exercise oversight responsibility over all accountable equipment.

B. The Director of the Department of Procurement and Material Management is responsible for defining items to be capitalized as accountable equipment, and administering the Accountable Equipment Program in accordance with State and County codes, as well as industry standards and best practices.

Section 5. Excess and Surplus Property Management.

A. The Director of the Department of Procurement and Material Management is responsible for determining (i) the method of redistribution of serviceable excess property and inventory and (ii) the method of disposal of surplus property and inventory as allowed by law. Redistribution of serviceable excess property and inventory and the disposal of surplus property and inventory will be in accordance with any rules, regulations, or procedures established by DPMM.

B. Confiscated or abandoned property in the hands of the police shall be disposed in accordance with Chapter 2, Article 2, Sections 2-2-1 through 2-2-3 of the County Code.

C. Employees and members of their immediate family are not eligible to acquire property for personal use before such property has been declared surplus and has been made available to the general public. The County may, however, sell any dog specially trained for police work to the handler who was last in control of such dog, at a price deemed by the locality to be appropriate.

FAIRFAX COUNTY PURCHASING RESOLUTION

Section 6. Donations.

A. Accepting Donations:

1. Items $10,000 or more:
   The Director of the Department of Procurement and Material Management or Assistant Superintendent of Financial Services is responsible for approving the acceptance of donated items or services with a fair market value of $10,000 or more, and ensuring accepted items are properly accounted for.

2. Items under $10,000:
   Department Heads, Principals, or their equivalents may accept donated items or services with a fair market value under $10,000.

3. Inasmuch as the County is not offering consideration nor is it purchasing or initiating the provision of services, the County may accept a gift of services pursuant to the Virginia State Government Volunteers Act. Such services must be provided from a person who acts of their own free will and without any financial gain.

B. Making Donations:

1. Items $10,000 or more:
   When the fair market value of an item exceeds $10,000, the Board of County Supervisors or FCPS School Board, as appropriate and allowed by law, may offer surplus County or School property to charitable or non-profit organizations or public bodies for sale or donation, where appropriate. The Director of the Department of Procurement and Material Management or Assistant Superintendent of Financial Services shall coordinate all requests to donate items with their respective Board.

2. Items under $10,000:
   When the fair market value of a surplus item is less than $10,000, the Director of the Department of Procurement and Material Management or FCPS Chief Financial Services may donate the item directly to charitable or nonprofit organizations or public bodies as appropriate and allowed by law.

FAIRFAX COUNTY PURCHASING RESOLUTION

It is further resolved that this resolution shall be effective July 14, 2026.

A Copy Teste:

Jill G. Cooper
Clerk to the Board of Supervisors

FAIRFAX COUNTY PURCHASING

RESOLUTION

July 2025~~2026~~	~~Adopted by the Board of Supervisors on July 15, 2025~~Adopted by the Board of Supervisors on July 14, 2026

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FAIRFAX COUNTY PURCHASING RESOLUTION

WHEREAS, the Fairfax County Board of Supervisors (the Board) is dedicated to securing high quality goods and services at reasonable cost while ensuring that all purchasing actions be conducted in a fair and impartial manner with no impropriety or appearance thereof, that all qualified vendors have access to County business and that no offeror be arbitrarily or capriciously excluded, that procurement procedures involve openness and administrative efficiency, and that the maximum feasible degree of competition is achieved; and

WHEREAS, a central purchasing system is authorized by Virginia Code §15.2-831, and is a part of the Urban County Executive Form of Government adopted by Fairfax County in 1951; and

WHEREAS, the Virginia Public Procurement Act (Chapter 43 of Title 2.2 of the Code of Virginia, as amended), enunciates the public policies pertaining to governmental procurement from nongovernmental sources by public bodies which may or may not result in monetary consideration for either party; and

WHEREAS, Virginia Code § 15.2-831, § 15.2-1236, and § 2.2-4311.3 (as amended) require all purchases of and contracts for supplies, materials, equipment and contractual services be in accordance with the Virginia Public Procurement Act and under such rules and regulations consistent with the Act and state law as established by the Board through this resolution; and

WHEREAS, Virginia Code § 15.2-831, § 2.2-4302, and § 2.2-4343 (as amended) allow implementation of the Virginia Public Procurement Act through resolutions and regulations consistent with this Act; and

WHEREAS, Virginia Code § 15.2-831 and §15.2-1543 empower the Board to employ a County Purchasing Agent, Virginia Code § 2.2-4302 authorizes the Board to act through its County Purchasing Agent, and § 15.2-831, § 15.2-1233 through § 15.2-1240, and § 15.2-1543 -set the County Purchasing Agent's duties;

THEREFORE BE IT RESOLVED that this resolution prescribes the basic policies for the conduct of all purchasing in Fairfax County (except as otherwise stipulated herein) to take effect on July ~~15~~14, ~~2025~~2026, as follows:

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FAIRFAX COUNTY PURCHASING RESOLUTION

Article 1

GENERAL PROVISIONS

Section 1. Title.

This resolution shall be known as the Fairfax County Purchasing Resolution.

Section 2. Organization.

A. The Department of Procurement and Material Management is a staff activity of the Fairfax County government, operating under the direction and supervision of the County Executive.

B. The Director of the Department of Procurement and Material Management shall be the County Purchasing Agent who shall have general supervision of the DPMM. The Purchasing Agent shall be appointed by the Board of County Supervisors upon recommendation of the County Executive.

The primary duty of the County Purchasing Agent is to carry out the principles of modern central purchasing and supply management in accordance with applicable laws and regulations and with generally accepted professional standards in such a manner as to ~~insure~~ensure the maximum efficiency of governmental operation, and to give to County taxpayers the benefit in savings that such accepted business procedures are known to produce. The County Purchasing Agent, or their designee, has the authority to take any action or fulfill any duty granted by this Purchasing Resolution or by law, including, but not limited to, executing and administering contracts and making findings and addressing remedies as outlined in Article 5 of this Resolution.

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Section 3. Exclusions from Duties.

A. The procurement of architectural, engineering and related consultant services for capital construction projects and the contracting for construction projects are excluded from the duties of the County Purchasing Agent for the organizations as specified below:

1. The Department of Public Works and Environmental Services (DPWES), pursuant to Virginia Code §15.2-834, the Board of Supervisors' Resolution dated September 18, 1968, and this Resolution, is responsible for Fairfax County construction projects administered

by DPWES and the architectural, engineering and consultant services related to those projects. The Director, Department of Public Works and Environmental Services or their designee, has the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 5 of this Resolution regarding contracts assigned under this section in accordance with the mandatory sections of the Code of Virginia and the applicable sections of this Resolution. The Director, Department of Public Works and Environmental Services or their designee has the authority to enter into agreements pursuant to Virginia Code § 2.2-4366. Any such agreements shall be approved by the County Attorney.

2. The Fairfax County Public School Board is responsible for construction, related architectural and engineering services, related consulting services, maintenance, repair and related services in connection with building, furnishing equipping, renovating, maintaining, and operating the buildings and property of the school division in accordance with Virginia Code § 22.1-79. The school division's Superintendent or their designee has the same authority as the County Purchasing Agent to execute and administer contracts. Execution of contracts under this section shall be conducted under the rules and regulations established by the Fairfax County School Board in accordance with the mandatory sections of the Code of Virginia.

3. The Fairfax County Park Authority is responsible for Fairfax County Park Authority capital construction and related architectural and engineering services per Virginia Code § 15.2-5704 of the Code of Virginia, Board of Supervisors' Ordinance dated July 13, 2021, and a Memorandum of Understanding governing the relationship of the Fairfax County Park Authority and Fairfax County. The Director of the Park Authority or their designee shall have the same authority of as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 5 of this Resolution. Execution of contracts under this section shall be conducted under the rules and regulations established by the Fairfax County Park Authority in accordance with the mandatory sections of the Code of Virginia and applicable sections of this Resolution. The Director, Department of the Park Authority or their designee shall have the authority to enter into agreements pursuant to Virginia Code § 2.2-4366. Any such agreements shall be approved by the County Attorney.

4. The Department of Housing and Community Development shall be responsible for capital construction and the architectural, engineering, and consultant services for all programs and projects administered by the Department on behalf of either the Redevelopment and Housing Authority per Virginia Code §36-19 or Fairfax County. The Director of the Department of Housing and Community Development or their designee shall have the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 5 of this Resolution.

Purchases made by the Director, or their designee, pursuant to the authority in this section and on behalf of Fairfax County will be pursuant to the rules and regulations established by the Department of Housing and Community Development and in accordance with this Resolution. Purchases made by the Director, or their designee, pursuant to this section and on behalf of the Redevelopment and Housing Authority will be in accordance with the Virginia Public Procurement Act.

5. The Department of Transportation, pursuant to Virginia Code § 33.2-338 and this Resolution, may be responsible for constructing or improving highways, including related architectural, engineering, and consulting services. Highways may include curbs, gutters, drainageways, sound barriers, sidewalks, and all other features or appurtenances conducive to the public safety and convenience, which either have been or may be taken into the primary or secondary system of state highways. The Director, Department of Transportation or their designee, shall have the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 5 of this Resolution regarding contracts assigned under this section in accordance with the mandatory sections of the Code of Virginia and the applicable sections of this Resolution.

6. The Fairfax County Park Authority, the Department of Housing and Community Development, and the Department of Transportation, may by a Memorandum of Understanding (MOU) delegate construction authority as detailed in sections 3 – 5 above to the Department of Public Works and Environmental Services.

B. The procurement of goods and services for individual schools using funds generated from school activities for the Fairfax County Public Schools is excluded from the duties of the County Purchasing Agent. Execution of contracts under this section shall be conducted under the rules and regulations established by the Fairfax County School Board in accordance with the mandatory sections of the Code of Virginia.

C. The Fairfax County Sheriff shall be the purchasing agent in all matters involving the commissary and non-appropriated funds received from inmates, in accordance with §53.1-127.1 Code of Virginia. The Purchasing Agent shall make all other purchases governed by Virginia Code § 53.1-126.

Section 4. Rules and Regulations.

A. The County Purchasing Agent shall prepare and maintain the Fairfax County Purchasing Resolution and other rules and regulations consistent with the laws of the Commonwealth of Virginia governing the operations of the County purchasing and material management system.

B. The Agencies designated in Section 3(A) 1 - 6 shall prepare and maintain detailed rules and regulations on the conduct of these contracting actions. Such rules and regulations shall be consistent with this Resolution and the laws of the Commonwealth of Virginia. Such rules and regulations shall be approved by the Purchasing Agent for County staff agencies or the administrative head of the respective public body involved.

Section 5. Authority of Purchasing Agent.

A. The Purchasing Agent, the individuals described in Section 3 (above), and their respective designees have exclusive authority for procurement transactions undertaken by the County. No County Employee shall attempt, directly or indirectly, to influence or coerce the Purchasing Agent in the performance of their duty.

FAIRFAX COUNTY PURCHASING RESOLUTION

Section 6. Definitions.

1. Acquisition Function Closely Associated with Inherently Governmental Functions means supporting or providing advice or recommendations with regard to the following activities:
    a. Planning acquisitions.
    b. Determining what supplies or services are to be acquired by the County, including developing statements of work.
    c. Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
    d. Evaluating bids or proposals.
    e. Awarding County contracts.
    f. Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
    g. Terminating contracts.
    h. Determining whether contract costs are reasonable, allocable, and allowable.

2. Best Value, as predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

3. Competitive Negotiation is a formal method of selecting the top rated offeror. It includes the issuance of a written Request for Proposals, public notice, evaluation based on the criteria set forth in the Request for Proposals, and allows negotiation with the top rated offeror or offerors (See Article 2, Section 2 B).

4. Competitive Sealed Bidding is a formal method of selecting the lowest responsive and responsible bidder. It includes the issuance of a written Invitation to Bid, public notice, a public bid opening and evaluation based on the requirements set forth in the invitation (See Article 2, Section 2 A).

5. Complex Project means a construction project that includes one or more of the following significant components: difficult site location, unique equipment, specialized building systems, multifaceted program, accelerated schedule, historic designation, or intricate phasing or some other aspect that makes competitive sealed bidding not practical.

6. Construction shall mean building, altering, repairing, improving or demolishing any structure, building, or highway, and any draining, dredging, excavation, grading or similar work upon real property.

FAIRFAX COUNTY PURCHASING RESOLUTION

7. Construction Management Contract shall mean a contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.

8. Consultant Services shall mean any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

9. Covered Employee means an individual who
    a. Is an employee of the contractor or subcontractor, a consultant, partner, or a sole proprietor; and
    b. Performs an acquisition function closely associated with inherently governmental functions.

10. Debarment is an action taken by the County Purchasing Agent, a contracting officer, or their designee, within the scope of their procurement authority, to exclude prospective contractors from contracting with County agencies or organizations for particular types of supplies, services, insurance, or construction, for specified periods of time.

11. Department means the Virginia Department of General Services

12. Design-build contract shall mean a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract.

13. DPMM shall mean the Department of Procurement and Material Management.

14. Emergency shall be deemed to exist when a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops, including a public health emergency, or when any unforeseen circumstances arise causing curtailment or diminution of essential service and/or threat to the community that demands immediate action.

15. Employment Services Organization shall mean an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.

16. Excess Property shall mean that property which exceeds the requirement of the department to which the property is assigned.

17. FCPS shall mean Fairfax County Public Schools.

18. Faith–Based Organization shall mean a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193.

19. Firm shall mean any individual, partnership, corporation, association, or other legal entity permitted by law to conduct business in the Commonwealth of Virginia; or any other individual, firm, partnership, corporation, association or other legal entity qualified to perform professional services, non-professional or consultant services.

20. Accountable Equipment shall mean a tangible item (not a component) which has an expected useful life of at least one year and a dollar value in excess of $10,000.

21. Goods shall mean all material, equipment, supplies, printing, and information technology hardware and software.

22. Immediate Family shall mean a spouse, child, parent, brother, sister, and any other person living in the same household as the employee.

23. Independent Contractor shall mean a worker over whom the employer has the right to control or direct the result of the work done, but not the means and methods of accomplishing the result.

24. Ineligibility shall mean an action taken to suspend or debar a prospective contractor from consideration for award of contracts. The suspension shall not be for a period exceeding twelve (12) months and the debarment shall not be for a period exceeding three (3) years.

25. Informality shall mean a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

26. Job Order Contracting is a method of procuring construction by establishing a book of unit prices and then obtaining a contractor to perform work as needed using the prices, quantities, and specifications in the book as the basis of its pricing.

27. Non-public Government Information means any information that a covered employee gains by reason of work under a County contract and that the covered employee knows, or reasonably should know, has not been made public. It includes information that--
    a. Is exempt from disclosure under the Virginia Freedom of Information Act; or
    b. Has not been disseminated to the general public and is not authorized by the agency to be made available to the public.

28. Nonprofessional Services shall mean any service not specifically identified as a professional or consultant service.

29. Official Responsibility shall mean administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction or any resulting claim.

30. Other Authorized Agency is an Agency as designated by the Code of Virginia and the Board of Supervisors authorized to procure architectural, engineering and related consultant services for construction projects and the contracting for construction projects to include public announcement, receipt of bids, recommending selection and award, negotiation, contract preparation and contract administration as more fully defined in Article 1, Section 3 of this Resolution.

31. Pecuniary Interest Arising from the Procurement shall mean a personal interest in a contract, as defined in the State and Local Government Conflict of Interests Act.

32. Personal Conflict of Interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the County when performing under the contract.
    Among the sources of personal conflicts of interest are--
    a. Financial interests of the covered employee, of close family members, or of other members of the household;
    b. Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
    c. Gifts, including travel.
    Financial interests may arise from--
        1) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
        2) Consulting relationships (including commercial and professional consulting and service arrangements, or serving as an expert witness in litigation);

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3) Services provided in exchange for honorariums or travel expense reimbursements;
4) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
5) Real estate investments;
6) Patents, copyrights, and other intellectual property interests; or
7) Business ownership and investment interests.

33. Potential Bidder or Offeror shall mean a person who, at the time the County negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance or construction, of the type to be procured under such contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.

34. Prevailing Wage Rate is defined in the Fairfax County Code (Chapter 2, Article 3, Section 2-3-1). ~~s shall mean the rate, amount or level of wages, salaries, benefits, and other remuneration prevailing for the corresponding classes of mechanics, laborers, or workers employed for the same work in the same trade or occupation in the locality in which the public facility or immovable property that is the subject of construction is located as determined by the Commissioner of Labor and Industry on the basis of applicable prevailing wage rate determinations made by the U.S. Secretary of Labor under the provisions of the Davis-Bacon Act, 40 U.S.C. §276 et seq., as amended.~~

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35. Procurement Transaction shall mean all functions that pertain to obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

36. Professional services shall mean any type of service performed by an independent contractor within the practice of accounting, actuarial services, architecture, geology, ~~dentistry,~~ land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with this Resolution).

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37. Project Labor agreement shall mean a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific public works project.

38. Public Body shall mean any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by

law to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the activities described in this resolution. Public body shall include any metropolitan planning organization or planning district commission which operates exclusively within the Commonwealth of Virginia.

39. Public Contract shall mean an agreement between a public body and a nongovernmental source that is enforceable in a court of law.

40. Public or County Employee shall mean any person employed by the County of Fairfax, including elected officials or appointed members of governing bodies.

41. Responsible Bidder or Offeror shall mean an individual, company, firm, corporation, partnership or other organization who has the capability in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required.

42. Responsive Bidder or Offeror shall mean an individual, company, firm, corporation, partnership or other organization who has submitted a bid which conforms in all material respects to the Invitation to Bid or Request for Proposal.

43. Reverse Auctioning shall mean a procurement method wherein bidders are invited to bid on specified goods or nonprofessional services, but not construction or professional services, through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder. During the bidding process, bidder's prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established for bid opening.

44. SAC shall mean Selection Advisory Committee.

45. Services shall mean any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

46. Surplus Property shall mean that property which exceeds the requirement of the entire County.

47. Suspension is a type of ineligibility based upon an immediate need when there is evidence that a prospective contractor has committed any of the grounds for debarment.

FAIRFAX COUNTY PURCHASING RESOLUTION

Article 2

PROCUREMENT POLICIES

Section 1. General.

A. Unless otherwise authorized by law, all Fairfax County contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, construction, or construction management, shall be awarded after competitive sealed bidding or competitive negotiation, except as otherwise provided for in this Resolution or law.

B. Professional services shall be procured using competitive negotiation, except as otherwise provided for in this Article.

C. Consultant services may be procured using competitive negotiation, except as otherwise provided for in the Article.

D. Except in emergency, no order for delivery on a contract or open market order for supplies, materials, equipment, professional and consultant services or contractual services for any County department or agency shall be awarded until the Director of Finance has certified that the unencumbered balance in the appropriation concerned, in excess of all unpaid obligations, is sufficient to defray the cost of such order. If any department or agency of the County government purchases or contracts for any supplies, materials, equipment or contractual services contrary to the provisions of §15.2-1238 of the Code of Virginia or the rules and regulations made thereunder, such order or contract is void and of no effect. The head of such department or agency shall be personally liable for the costs of such orders and contracts.

E. Notwithstanding any other provision of law in determining the award of any contract for time deposits or investment of its funds, the Director of Finance may consider, in addition to the typical criteria, the investment activities of qualifying institutions that enhance the supply of, or accessibility to, affordable housing within the jurisdiction, including the

accessibility of such housing to employees of the county, town, or city or employees of the local school board. No more than fifty percent of the funds of the county, calculated on the basis of the average daily balance of the general fund during the previous fiscal year, may be deposited or invested by considering such investment activities as a factor in the award of a contract. A qualifying institution shall meet the provisions of the Virginia Security for Public Deposits Act (§2.2-4400 et seq.) and all local terms and conditions for security, liquidity and rate of return.

F. Best value concepts may be considered when procuring goods, nonprofessional and consultant services, but not construction or professional services. The criteria, factors, and basis for consideration of best value and the process for the consideration of best value shall be as stated in the procurement solicitation.

G. The County may enter into contracts with faith-based organizations on the same basis as any other nongovernmental source subject to the requirements of the Virginia Public Procurement Act (VPPA) §2.2-4343.1.

H. The County may, when procuring products or services or letting contracts for construction, manufacture, maintenance, or operation of public works, or when overseeing or administering such procurement, construction, manufacture, maintenance or operation, in its bid specifications, project agreements, or other controlling documents:

1. Require bidders, offerors, contractors or subcontractors to enter into or adhere to project labor agreements with one or more labor organizations, on the same or related public works projects; and
2. Require bidders, offerors, contractors, subcontractors, or operators to become or remain signatories or otherwise adhere to project labor agreements with one or more labor organizations, on the same or other related public works projects.

I. The County adopted an ordinance that requires payment of the Prevailing Wage Rate on County Construction Contracts, as those terms are defined in the Fairfax County Code (Chapter 2, Article 3, Section 2-3-1 and Section 2-3-2). Each County Construction Contract, as defined in the County's Prevailing Wage Ordinance, must contain a provision requiring that the remuneration to any individual performing the work of any mechanic, laborer, or worker on the work contracted to be done under the public contract shall be at a rate equal to the prevailing wage rate.

J. In alignment with the County's One Fairfax Policy on racial and social equity and its recognition that economic inclusivity benefits all, the County Purchasing Agent will establish and expand programs consistent with all provisions of this Resolution and applicable law to facilitate the participation of small businesses, businesses owned by women, minorities, and

service-disabled veterans (SWaM Businesses) in procurement transactions. SWaM businesses are those businesses as defined by the Virginia Department of Small Businesses and Supplier Diversity (SBSD) at https://www.sbsd.virginia.gov/faqs/. Such programs may include cooperation with the SBSD, the United States Small Business Administration, and other public or private agencies.

To measure the success of such programs, the County Purchasing Agent will track bid and proposal submissions by SWaM Businesses as well as procurement transactions under their authority with SWaM businesses.

K. In the solicitation or awarding of contracts, no public body shall discriminate against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the fulfillment of the contract.

L. It is the County's policy to require that its contractors do not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, 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.

Section 2. Methods of Procurement.

A. Competitive Sealed Bidding.- is a method of contractor selection that includes the following elements:

1. Issuance of a written Invitation to Bid containing or incorporating by reference the specifications and contractual terms and conditions applicable to the purchase. Unless the County has provided for prequalification of bidders, the Invitation to Bid shall include a statement of any requisite qualifications of potential contractors. The Invitation to Bid may include criteria to be used in determining whether a bidder who is not prequalified by the Virginia Department of Transportation is a responsible bidder pursuant to § 2.2-4301. Such criteria may include a history of (i) completion by the bidder and any potential subcontractors of specified safety training programs established by the U.S. Department of Labor, Occupational Safety and Health Administration; (ii) participation by the bidder and any potential subcontractors in apprenticeship training programs approved by state agencies or the U.S. Department of Labor; or (iii) maintenance by the bidder and any potential subcontractor of records of compliance with applicable local, state and federal laws. When it is impractical to

prepare initially a purchase description to support an award based on prices, a solicitation may be issued requesting the submission of unpriced offers to be followed by an Invitation to Bid limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

2. Public notice of the Invitation to Bid at least five days prior to the date set for receipt of bids by posting on the Department of General Services' central electronic procurement website, the Fairfax County Government website, other appropriate websites, or publication in a newspaper of general circulation. In addition, bids may be solicited directly from potential vendors.

3. Public opening and posting of all bids received.

4. Evaluation of bids based upon the requirements set forth in the invitation, which may include special qualifications of potential vendors, life cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability.

5. Award to the lowest responsive and responsible bidder. Multiple awards may be made when so specified in the Invitation to Bid.

B. Competitive Negotiation.- is a method of contractor selection that includes the following elements:

1. Issuance of a written Request for Proposal indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal indicating whether a numerical scoring system will be used in evaluation of the proposal, and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor. A public body may include as a factor that will be used in evaluating a proposal the proposer's employment of persons with disabilities to perform the specifications of the contract. In the event that a numerical scoring system will be used in the evaluation of proposals, the point values assigned to each of the evaluation criteria shall be included in the Request for Proposal or posted at the location designated for public posting of procurement notices prior to the due date and time for receiving proposals.

2. Public notice of the Request for Proposal at least five days prior to the date set for receipt of proposals by posting on the Department of General Services' central electronic procurement website, the Fairfax County Government website, or other

appropriate websites, or by publication in a newspaper of general circulation. In addition, proposals may be solicited directly from potential vendors.

3. Competitive Negotiation – Consultant Services

a. Selection Advisory Committee

1) When selecting a firm for consultant services where the compensation for such services is estimated to exceed $200,000, the Director of DPMM or other Authorized Agency, or the FCPS Division Superintendent, or designee, shall appoint a Selection Advisory Committee to recommend to the Director of DPMM or other Authorized Agency, those consultant services firms that are to be retained by the County. The SAC will be composed of principal staff personnel and other such individuals as determined by the Purchasing Agent or their designee . Elected Officials and/or their appointed office staff may not participate as members of a Selection Advisory Committee or Technical Advisory Committee. For purposes of this section, Elected Officials does not include Constitutional Officers.

2) When selecting a firm for consultant services, where the compensation for such consultant services is estimated to be less than $200,000, the Director of the funded Agency or FCPS Department Head shall appoint a Selection Advisory Committee composed of principal staff personnel to recommend to the Director of the funded Agency or FCPS Department Head those consultant services firms that are to be retained by the County or an agency of the County.

b. Public Announcement

1) When consultant services are requested to be purchased, the requirement will be announced in a uniform and consistent manner. Requirements where the compensation for consultant services is estimated to be less than $200,000 may be accomplished without public announcement.

c. Selection, Negotiation and Approval Process.

1) Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the

offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so stated in the RFP, awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

2) All proposed contracts for consultant services, where the compensation to be paid exceeds $200,000, after review of the SAC recommendation, shall be awarded by the Purchasing Agent for the County or an agency of the County. The Purchasing Agent or FCPS Division Superintendent will notify the Board of Supervisors and/or the School Board of such contract award prior to final execution.

3) All proposed contracts for consultant services, where the compensation to be paid is less than $200,000, shall be approved by the Director of DPMM or Other Authorized Agency. Full and detailed explanation of the selection criteria and fee determination shall be presented with the contract by the using agency.

4) For all cost-plus-a-fixed-fee consultant services contracts, the County shall require the firm receiving the award to execute a truth-in-negotiation certification stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any consultant services contract under which such a certificate is required shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within three years following the end of the contract.

4. Competitive Negotiation – Professional Services

a. Selection Advisory Committee.

1) When selecting a firm for professional services where the compensation for such professional services is estimated to exceed $80,000, the Director of DPMM or other Authorized Agency, or the FCPS Division Superintendent, or designee shall appoint a Selection Advisory Committee to recommend to the Director of DPMM or other Authorized Agency, those professional services firms

that are to be retained by the County. The SAC will be composed of principal staff personnel and other such individuals as determined by the Purchasing Agent or their designee. Elected Officials and/or their appointed office staff may not participate as members of a Selection Advisory Committee or Technical Advisory Committee. For purposes of this section, Elected Officials does not include Constitutional Officers.

2) When selecting a firm for professional services, where the compensation for such professional services is estimated to be less than $80,000, the Director of the funded Agency or FCPS Department Head shall appoint a Selection Advisory Committee composed of principal staff personnel to recommend to the Director of the funded Agency or FCPS Department Head those professional services firms that are to be retained by the County or an agency of the County.

b. Public Announcement and Qualifications for Professional Services.

1) When professional services are requested to be purchased, the requirement will be announced in a uniform and consistent manner. Requirements where the compensation for such professional services is estimated to be less than $80,000 may be accomplished without public announcement.

2) For architectural or engineering services estimated to cost less than $80,000, an annual advertisement requesting qualifications from interested architectural or engineering firms will meet the requirements of paragraph (1) above. The County shall make a finding that the firm to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record of performance, and experience of the firm.

c. Selection, Negotiation, and Approval Process

1) Selection of Professional Services: Where the cost is expected to exceed $80,000, the County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will

be used by the County in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. DPMM or other Authorized Agency, with the aid of the Selection Advisory Committee, shall negotiate a proposed contract with the highest qualified firm for the professional services required. The firm deemed to be the most qualified will be required to disclose its fee structure during negotiation. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the County may award contracts to more than one offeror.

2) Except for construction projects and related architectural, engineering, and consultant services, all proposed contracts for professional services, where the compensation to be paid exceeds $200,000, after review of the SAC recommendation a contract shall be awarded by the Purchasing Agent for those professional services to be retained by the County or an agency of the County. The Purchasing Agent or FCPS Division Superintendent will notify the Board of Supervisors and/or the School Board prior to final contract execution.

3) All proposed contracts for professional services, where the compensation to be paid is less than $200,000, shall be approved by the Director of DPMM or Other Authorized Agency. Full and detailed explanation of the selection criteria and fee determination shall be presented with the contract by the using agency.

4) For all cost-plus-a-fixed-fee professional services contracts, the County shall require the firm receiving the award to execute a truth-in-negotiation certification stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional services contract under which such a certificate is required shall contain a provision that the original contract price and any addition thereto shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within three years following the end of the contract.

5) Multiphase professional services contracts satisfactory and advantageous to the County for environmental, location, design and inspection work regarding construction of infrastructure projects may be negotiated and awarded based on qualifications at a fair and reasonable price for the first phase only, when completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to the procurement of any such contract, the County shall state the anticipated intended total scope of the project and determine in writing that the nature of the work is such that the best interests of the County require awarding the contract.

6) A contract for architectural or professional engineering services relating to construction projects may be negotiated by the County for multiple projects in accordance with the Virginia Public Procurement Act (VPPA) §2.2-4303.1.

5. Competitive Negotiation – Non-Professional Services

a. Selection Advisory Committee

1) When selecting a firm for non-professional services where the compensation is estimated to exceed $200,000, the Director of DPMM or other Authorized Agency, or the FCPS Division Superintendent, or designee shall appoint a Selection Advisory Committee to recommend to the Director of DPMM or other Authorized Agency, those non-professional services firms that are to be retained by the County. The SAC will be composed of principal staff personnel and other such individuals as determined by the Purchasing Agent or their designee Elected Officials and/or their appointed office staff may not participate as members of a Selection Advisory Committee or Technical Advisory Committee. For purposes of this section, Elected Officials does not include Constitutional Officers.

2) When selecting a firm for non-professional services, where the compensation is estimated to be less than $200,000, the Director of the funded Agency or FCPS Department Head shall appoint a Selection Advisory Committee composed of principal staff personnel to recommend to the Director of the funded Agency or FCPS Department Head those non-professional services firms that are to be retained by the County or an agency of the County.

b. Public Announcement

1) When non-professional services are requested to be purchased, the requirement will be announced in a uniform and consistent manner. Requirements where the compensation for non-professional services is estimated to be less than $200,000 may be accomplished without public announcement.

c. Selection, Negotiation and Approval Process.

1) Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so stated in the RFP, awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

2) All proposed contracts for non-professional services shall be approved by the Director of DPMM or Other Authorized Agency. Full and detailed explanation of the selection criteria and fee determination shall be presented with the contract by the using agency.

C. Cooperative: The County or any entity identified in Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, the Metropolitan Washington Council of Governments, the National Association of Counties,

for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services and Construction, a public body may purchase from another public body's contract or from the contract of the Metropolitan Washington Council of Governments or the Virginia Sheriff's Association even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement. The Construction exception shall not apply to the installation of artificial turf and track surfaces, stream restoration, stormwater management practices, the installation of playground equipment, including all associated and necessary construction and maintenance, or roofing maintenance, repair, restoration, and component replacement of existing facilities that do not involve modification to the structure.

Commented [AJ5]: Administrative Change

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~~Except for contracts for architectural and engineering services, as~~As authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases, any county, city, town, or school board may purchase goods and nonprofessional services from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government.

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D. Emergency.- In case of an Emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practical under the circumstances. A written determination of the basis for the Emergency and for the selection of the particular contractor shall be included in the appropriate contract or purchase order file. In addition, a notice shall be posted on the Department of General Services' central electronic procurement website, the Fairfax County Government website, or other appropriate websites, or in a newspaper of general circulation for contracts in excess of $200,000.

1. If an Emergency occurs during regular County business hours, the head of the using agency or their designee shall immediately notify the County Purchasing Agent who shall either purchase the required goods or services or authorize the agency head to do so.

2. If an Emergency occurs at times other than regular County business hours and there is an immediate threat to personal safety and/or property, the using agency head or their designee may purchase the required goods or services directly. The agency head or their designee shall, however, when practical, secure competitive oral or written bids and order delivery to be made by the lowest responsive and responsible bidder. The agency head shall or their designee also, not later than the next regular County

business day, submit to the County Purchasing Agent a requisition, a tabulation of the bids received, if any, a copy of the delivery record and a brief explanation of the circumstances of the Emergency.

3. The County Purchasing Agent shall maintain a record of all Emergency purchases supporting the particular basis upon which the emergency purchase was made. Such records shall be available for public inspection during regular County business hours in the office of the County Purchasing Agent.

E. Informal Procurement.- An informal procurement is not subject to the rules governing competitive sealed bidding or competitive negotiation. Pursuant to Article 1, Section 4, the Purchasing Agent will adopt written procedures for informal procurements that will provide for competition wherever practicable. Informal procurements are subject to Article 2, Section 5 of this Resolution. No informal procurement procedures will waive compliance with the Uniform State Building Code.

1. Goods and Services: If the estimated contract value is $200,000 or less, an informal procurement may be used for(i) goods and services, other than professional services.

2. Non-Transportation Related Construction: If the estimated contract value is $300,000 or less, an informal procurement may be used for non-transportation-related construction. For purposes of this section, the contract value of non-transportation related construction is the aggregate or the sum of all phases of the contract.

3. Transportation-Related Construction: Informal procurement may be used for transportation-related construction contracts if the estimated contract value is $25,000 or less. For purposes of this section, the contract value for transportation-related construction includes the aggregate or sum of all phases of the contract.

4. Professional Services: An informal procurement may be used for single or term contracts for professional services if the estimated contract value is $80,000 or less. For purposes of this section, the contract value for professional services includes the aggregate or sum of all phases of the contract.

F. Reverse Auctioning.- The purchase of goods, consultant or nonprofessional services, but not construction or professional services, may be made by reverse auctioning. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by reverse auctioning.

G. Small Purchase.- Any purchase or lease of goods, professional, consultant, or nonprofessional services, or for the purchase of insurance, construction, or construction management, when the estimated cost is less than $10,000, shall be deemed a small purchase and shall not be subject to the rules governing the competitive bidding process.

H. Sole Source.- Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. A written record documenting the basis for this determination shall be included in the appropriate contract file or other records of the procurement. In addition, a notice shall be posted on the Department of General Services' central electronic procurement website, the Fairfax County Government website, or other appropriate websites, or in a newspaper of general circulation for contracts in excess of $200,000.

I. Auction. - Upon a determination in writing by the County Purchasing Agent that the purchase of goods, products, or commodities from a public auction sale is in the best interests of the County, such items may be purchased at the auction, including online public auctions. The writing shall document the basis for this determination. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by online public auctions.

Section 3. Exceptions to the Requirement for Competitive Procurement.

A. Instructional Materials and Office Supplies: Instructional materials and office supplies which are not stocked or purchased by the Fairfax County School Board pursuant to an existing County contract may be purchased by school principals designated by the School Board. Such purchases shall be conducted in accordance with rules and regulations adopted by the School Board pursuant to §22.1-122.1 of the Code of Virginia. With the exception of textbooks and instructional computer software that have been approved by the State Board of Education and the Fairfax County School Board, no single purchase may exceed the small purchase dollar level (as set forth in Article 2, Section 2. H.). The rules and regulations adopted by the School Board shall prescribe in detail the procedures to be observed in making purchases of instructional materials, establishing accounts for purchases, accounting for the receipt and disbursement of funds, and maintaining records of all transactions. The purchases authorized herein shall be made using funds from accounts established by the School Board solely for such purchases.

B. Insurance / Electric Utility Services: As provided in the Code of Virginia, subdivision 13 of § 2.2-4345, the County may enter into contracts without competitive sealed bidding or competitive negotiation for insurance or electric utility services if purchased through an association of which it is a member if the association was formed and is maintained for the

purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance or electric utility services by use of competitive principles and provided that the public body has made a determination in advance after reasonable notice to the public and set in writing that competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public. The writing shall document the basis for this determination.

C. Insurance: As provided in § 2.2-4303(C), upon a written determination made in advance by the County Purchasing Agent that competitive negotiation is either not practicable or not fiscally advantageous, insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional services in §2.2-4302.2(A)(3) of the Virginia Public Procurement Act.

D. Legal Services: The County (or any public body that has adopted this Resolution) may enter into contracts without competition for (1) the purchase of legal services; and (2) expert witnesses or other services associated with litigation or regulatory proceedings. Any contract for Legal Services may be entered into upon terms established by the County Attorney.

E. Public Assistance Programs: The County may procure goods or personal services without competition for direct use by a recipient of County administered public assistance or social services programs as defined by § 63.2-100 of the Code of Virginia, or community services board as defined in §37.2-100, or any public body purchasing services under the Children's Services Act for At-Risk Youth and Families (§2.2-5200 et seq.) or the Virginia Juvenile Community Crime Control Act (§16.1-309.2 et seq.) provided such good or personal service is delivered by a vendor upon specific instructions from the appropriate employee of the County. Contracts for the bulk procurement of goods and services for use of recipients shall not be exempted from the requirements of competitive procurement.

F. Workshops or Employment Services Organizations: The County Purchasing Agent may enter into contracts without competition for the purchase of goods or services which are produced or performed by persons or in schools or workshops under the supervision of the Virginia Department for the Blind and Visually Impaired; or which are produced or performed by employment services organizations which offer transitional or supported employment services serving individuals with disabilities.

G. Other Special Exemptions: Procurement for single or term contracts for goods and services not expected to exceed $200,000 as identified by the Purchasing Agent.

H. Ballots and Elections Materials: The provisions of Articles 1, 2, and 5 of the Purchasing Resolution shall not apply to contracts for equipment, software, services, the printing of

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ballots or statements of results, or other materials essential to the conduct of the election, except as stated in §24.2-602. The provisions of Fairfax County Purchasing Resolution, Article 6, shall apply to such contracts.

Section 4. Exemptions from the Purchasing Resolution.

A. Retirement Board Investments, Actuarial Services: The selection of services related to the management, purchase, or sale of investments authorized by Virginia Code Ann. §51.1-803, including but not limited to actuarial services, shall be governed by the standard of care set forth in Virginia Code Ann. § 51.1-803(A) and shall not be subject to the provisions of the Purchasing Resolution or the VPPA.

B. Conference Planning: Acquisition of the use of meeting rooms and lodging rooms in hotels or motels is considered to be short term rentals of portions of real property -real estate transactions. So long as the procurement involves only the use of the facilities, the competitive requirements of the Fairfax County Purchasing Resolution do not apply. However, if the procurement includes the provision of catered meals, audio visual equipment, or other related services, and the value of these other included services exceeds the $10,000 level for which competition is required, the entire procurement, including the use of the space, shall be procured competitively as a package based on its anticipated value.

C. Virginia Grown Food Products: Neither the VPPA or the Purchasing Resolution applies to the purchase of Virginia-grown food products for use by a public body where the annual cost of the product is not expected to exceed $100,000, provided that the procurement is accomplished by (i) obtaining written solicitation of a minimum of three bidders or offerors if practicable and (ii) including a written statement regarding the basis for awarding the contract.

D. Finance Board Investments: Pursuant to Virginia Code Ann. § 15.2-1548, the selection of services related to the management, purchase, or sale of authorized investments, including but not limited to actuarial services, of the local finance board shall not be subject to the provisions of the Virginia Public Procurement Act.

E. Multidivisional Online Providers: Pursuant to Virginia Code Ann. §22.2-212.24, the Fairfax County Public Schools may enter into contracts, consistent with the criteria approved by the FCPS Board, with approved private or nonprofit organizations to provide multidivisional online courses and virtual school programs. Such contracts shall be exempt from the Virginia Public Procurement Act.

F. Subaward Agreements: Subaward Agreements entered into pursuant to the principles set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200 *et seq.*) are not subject to the Purchasing Resolution. Subaward Agreements and associated documents may, however, be executed by the Purchasing Agent.

G. Public Private Education Facilities and Infrastructure: The "Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA)" (Virginia Code § 56-575 et seq.) provides public entities an option for either approving an unsolicited proposal from a private entity or soliciting request for proposals or invitation for bids from private entities. Such projects are exempt from the Virginia Public Procurement Act. The County has developed procedures that are consistent with the principles of the PPEA and adopted by the Board of Supervisors.

Section 5. General Purchasing Provisions.

A. Competitive Solicitation Process.

1. The County Purchasing Agent shall solicit bids from all responsible prospective vendors who have registered their firm to be included on the Commonwealth of Virginia's "eVA" central vendor registration system for all solicitations using the competitive sealed bidding and competitive negotiation methods of procurement. Other potential vendors may be solicited at the discretion of the County Purchasing Agent.

2. The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or informal procurement methods of procurement. In submitting a bid or proposal each bidder shall, by virtue of submitting a bid, guarantee that the bidder has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising for bids.

3. All solicitations shall include the following provisions:

a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or

minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph a. has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

4. Unless otherwise provided in the Invitation to Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named: it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

5. Prospective contractors may be prequalified for particular types of supplies, services, insurance, or construction, and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedures shall be established in writing and sufficiently in advance of their implementation to allow potential contractors a fair opportunity to complete the process.

6. Prospective contractors may be debarred from contracting for particular types of goods, services, insurance, or construction, for specified periods of time. The debarment procedures are set forth under Article 5, Section 1.

7. The County shall establish procedures whereby comments concerning specifications or other provisions in Invitations to Bid or Requests for Proposal can be received and considered prior to the time set for receipt of bids or proposals or award of the contract.

8. Withdrawal of bids by a bidder.

a. A bidder for a contract other than for public construction may request withdrawal of their bid under the following circumstances:

1) Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.

2) Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

3) No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

4) If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.

5) No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

6) If the County denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

7) Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of Article 2, Section 5, Paragraph C.

B. Contract Award Process.-

1. The County Purchasing Agent shall have the authority to waive informalities in bids, reject all bids, parts of all bids, or all bids for any one or more good or service included in a solicitation when in their judgment the public interest is best served. If all bids are for the same total amount or unit price (including authorized discounts and delivery times) and

if the public interest will not permit the delay of re-advertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if none, to the resident Virginia tie bidder, or if none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services.

2. When in the course of procuring goods, if the County receives two or more bids for products that are Energy Star certified, meet FEMP-designated efficiency requirements, appear on FEMP's Low Standby Power Product List, or are WaterSense certified, the County may only select among those bids unless, before selecting a different bid, the Purchasing Agent provides a written statement that demonstrates the bid price(s) of such products are unreasonable.

3. The County Purchasing Agent shall be responsible for determining the responsibility of a bidder. In determining responsibility, the following criteria will be considered:

   a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

   b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

   c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

   d. The quality of performance of previous contracts or services;

   e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;

   f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

   g. The quality, availability and adaptability of the goods or services to the particular use required;

   h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent;

j. Whether the bidder who is not prequalified by the Virginia Department of Transportation has complied with criteria set forth in the solicitation regarding safety training programs, apprenticeship, and compliance records; and

k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

4. Pursuant to Virginia Code §15.2-1237, all contracts shall be approved as to form by the County Attorney or other qualified attorney and a copy of each long-term contract shall be filed with the Chief Financial Officer of the County.

5. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the responsive bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the apparent low bidder to obtain a contract price within available funds; however, such negotiations may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the Invitation to Bid.

6. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or $50,000, whichever is greater, without the advance written approval of the Purchasing Agent. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

C. Disclosure of Information.-

Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

1. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

2. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in 3. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

3. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to Article 2, Section 5.E shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.

4. Nothing contained in this section shall be construed to require the County, when procuring by competitive negotiation, to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

D. Bonds

1. The County may, at the discretion of the County Purchasing Agent, require bid, payment or performance bonds for contracts for goods or services if provided in the Invitation to Bid or Request for Proposal.

   No forfeiture under a bid bond shall exceed the lesser of:
   a. the difference between the bid for which the bond was written and the next low bid, or

b. the face amount of the bid bond.

2. Action on performance bond - No action against the surety on a performance bond shall be brought unless within one year after (1) completion of the contract, including the expiration of all warranties and guarantees or (2) discovery of the defect or breach of warranty, if the action be for such, in all other cases.

3. Actions on payment bonds:

a. Subject to the provisions of subsection (b) hereof, any claimant who has performed labor or furnished material in accordance with the contract documents in the prosecution of the work provided in any contract for which a payment bond has been given, and who has not been paid in full therefore before the expiration of ninety days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on such payment bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.

b. Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he has given written notice to the contractor within 180 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where their office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection.

c. Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

d. Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and

executed after such person has performed labor or furnished material in accordance with the contract documents.

4. Alternative forms of security:
   a. In lieu of a bid, payment or performance bond a bidder may furnish a certified check, cashier's check or cash escrow in the face amount required for the bond.

   b. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

E. Prequalification. –

1. Any prequalification of prospective contractor by the County shall be pursuant to a prequalification process.

   a. At least thirty days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the County shall advise in writing, each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.

   b. A decision by the County denying prequalification under the provisions of this subsection shall be final and conclusive unless the prospective contractor appeals the decision in writing within ten (10) days after receipt of the notice by instituting legal action as provided in the Code of Virginia. The prospective contractor may not institute legal action until all statutory requirements have been met. If, upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Fairfax County Purchasing Resolution, the sole relief shall be restoration of eligibility.

2. The County may deny prequalification to any contractor only if the County finds one of the following:

   a. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure

performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the County shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;

b. The contractor does not have appropriate experience to perform the project in question;

c. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts;

d. The contractor has been in substantial noncompliance with the terms and conditions of prior contracts with the County without good cause. If the County has not contracted with a contractor in any prior contracts, the County may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable contracts with another public body without good cause. The County may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior file and such information relating thereto given to the contractor at that time, with the opportunity to respond;

e. The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental contracting, including, but not limited to, violation of Article 6 of the Virginia Public Procurement Act (§2.2-4367 et seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et seq.), Chapter 42 (§59.1-68.6 et seq.) of Title 59, or any substantially similar law of the United States or another state;

f. The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and

g. The contractor failed to provide to the County in a timely manner any information requested by the County relevant to subdivisions (a) through (f) of this subsection.

Section 6. Compliance with Conditions on Federal Grants or Contract.

Where a procurement transaction involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned upon compliance with mandatory requirements in federal laws or regulations not in conformance with the policy of full and open competition, the County Purchasing Agent may comply with the federal requirements only upon written determination by the County Executive and/or Board of Supervisors that acceptance of the grant or contract funds under the applicable conditions is in the public interest. Such determination shall state the specific provisions of this section in conflict with the conditions of the grant or contract.

Section 7. HIPAA Compliance.

The County is a "covered entity" as defined in 45 Code of Federal Regulations Section 160.103 by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The County has elected to designate itself as a Hybrid Covered Entity. In particular, the County performs HIPAA covered functions when it provides services as a health care provider transmitting health care information in an electronic format in connection with a transaction for which there has been a standard established in accordance with Subparts 160 and 162. A contractor may be designated a business associate pursuant to 45 CFR part 164.504(e) and 164.308 (b) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board; the Health Department; Fire and Rescue Department - Emergency Medical Services Division; and the Department of Human Resources, Benefits Division (health plan) upon award of contract.

Each contractor must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and, if required, the contractual provisions of the Fairfax County Business Associate agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Code of Virginia – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information. Additional information may be obtained by going to the Fairfax County Web site at: https://www.fairfaxcounty.gov/topics/hipaa-health-insurance-portability-accountability-act

Section 8. Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth.

A. Pursuant to competitive sealed bidding or competitive negotiation, the County shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include

in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

B. Any bidder or offeror described in subsection B that fails to provide the required information may not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Purchasing Agent.

C. Any business entity described in subsection A that enters into a contract with the County pursuant to this section shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

D. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Article 3

CONTRACT TERMS AND CONDITIONS

Section 1. Authority to Bind the County.

The parties agree that only the Purchasing Agent may bind the County to contract terms or conditions. Any term or condition invoked through an "I agree" click box or other comparable mechanism (i.e. "click wrap" or "brows wrap" agreement) does not bind the County or any County authorized end user to such terms or conditions, unless agreed to in writing by or on behalf of the Purchasing Agent.

Section 2. Mandatory Terms and Conditions Applicable to All Contracts.

The following terms and conditions, as set forth below, are deemed included in all contracts for the purchase of goods, services, or both governed by the Purchasing Resolution. These terms and conditions will apply with the same force and effect as if set forth in the contract or ordering document.

FAIRFAX COUNTY PURCHASING RESOLUTION

A. Non-Discrimination~~:~~ . During the performance of this contract, the contractor agrees as follows:

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 provision.

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

B. Immigration Reform and Control Act Compliance~~:~~ . The contractor does not, and shall not, during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.

C. Information and Communications Technology Accessibility Requirements. ~~Nonvisual Access: All information technology, which is purchased or upgraded by the County, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:~~

~~1. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;~~

~~2. The technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;~~

~~3. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and~~

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~~4. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.~~

~~Compliance with the nonvisual access standards set out this Section is not required if the Purchasing Agent determines that an exception as set out in Virginia Code § 2.2-3503 applies.~~

1. Compliance Requirement. All information and communications technology (ICT) purchased or upgraded pursuant to this Contract for use by Fairfax County and its related public bodies that are a "covered entity" of the Commonwealth (the County), shall comply with the Information Technology Access Act, §§ 2.2-3500 through § 2.2-3505 of the Code of Virginia. "ICT" refers to any website, application, or other product or service primarily intended to fulfill or enable the function of information processing and communication by electronic means, including transmission and display via the Internet.

2. Certification or Documentation. For ICT delivered under this Contract that will be used by the County or made available to the public, Contractor must certify that the ICT conforms with "accessibility," as that term is defined in Virginia Code § 2.2-3501, to mean alignment with federal Section 508 standards and Section 255 guidelines adopted pursuant to 29 U.S.C. § 794d and 47 U.S.C. § 255, and 28 C.F.R. § 35.200.

   If Contractor cannot certify full conformance of accessibility, the Contractor must provide:

   a. Contractor-paid and completed Accessibility Conformance Report (as that term is defined in Virginia Code § 2.2-3501) indicating the level of conformance with accessibility for the ICT being procured. The Accessibility Conformance Report must be completed by a digital accessibility subject matter expert with significant experience with product evaluation or by a qualified neutral third party; and

   b. a Contractor-paid and completed Vendor Accessibility Roadmap (as that term is defined in Virginia Code § 2.2-3501) documenting any areas of nonconformance and including a timeline for each nonconforming area's completion.

3. No Waiver of Contractor Obligations. Consistent with 28 C.F.R. § 35.201 and 36 C.F.R. Part 1194, Appendix A, § E202, the County may, in its sole discretion, procure non-accessible ICT, if such procurement does not result in individuals with disabilities being denied the benefit of any program, service, or activity. This discretion does not waive Contractor's obligations to comply with accessibility requirements and provide required certifications or documentation.

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D. Prohibition on the Use of Certain Products, Services, Applications, and Website. Fairfax County may not use, whether directly or through work with or on behalf of another public body, any hardware, software, or services that have been prohibited by the Commonwealth of Virginia and/or the U.S. Federal Government, including the Department of Homeland Security, for use on federal systems.

E. Venue. Venue for any claim under a contract or arising out of an order is exclusively in the state courts of Fairfax County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.

F. Choice of Law. Any contract or ordering document will be governed for all purposes by and construed in accordance with the laws of the Commonwealth of Virginia.

G. Order of Precedence. If a term or condition included in a contract or ordering document (including any addendum, schedule, appendix, exhibit, or attachment) conflicts with the contract terms contained in this Article, this Article will control.

H. Contractual Disputes. Contractual disputes must be resolved as set forth in Article 5 of the Purchasing Resolution.

I. Electronic Signatures. Contractors agree that contracts and other associated documents may be executed using electronic signatures and delivered by electronic means. When electronic signatures are used, Contractors agree that the signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

J. Forced and Indentured Child Labor Prohibition. Contractors are prohibited from the use of "forced or indentured child labor" in the performance of the contract. Forced or indentured child labor means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Section 3. Mandatory Terms Applicable to Contracts (including Amendments) in Excess of $200,000.

A. Authorization to Transact Business in the Commonwealth. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business

in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

B. Audit by the County. The County or its agent has reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form. The Purchasing Agent may accept modifications to this requirement, in their discretion.

C. Drug Free Workplace~~:~~. During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. The Purchasing Agent may, in their discretion, accept a vendor's drug free workplace policy as satisfaction of this requirement, even if the vendor's drug free workplace policy differs from the requirements stated above.

Section 4. Prohibited Terms and Conditions.

The following terms and conditions are prohibited in any contract or ordering document executed by the County. No term or provision in any public contract for the acquisition of goods or services, including information technology goods or services, shall be valid or enforceable to the extent that it conflicts with this Purchasing Resolution or Virginia law. A public contract containing such a term or provision shall otherwise remain enforceable. As used in this section, "information technology goods or services" means communications, telecommunications, automated data processing, applications, databases, data networks, management information systems, and other related goods and services.

FAIRFAX COUNTY PURCHASING RESOLUTION

A. No Indemnification by the County. Under applicable law the County cannot indemnify or defend the Contractor or any third party.

B. Contracts Subject to Appropriation by Board of Supervisors. The County is not bound by any provision in a contract or ordering document that may or will cause the County, its agencies, or employees, to make or otherwise authorize an obligation in excess of the amount appropriated by the Fairfax County Board of Supervisors for such purpose. Such provisions include, for example, automatic renewal of the agreement, penalty payments by the County, indemnification by the County, and payment by the County of taxes or charges not specifically included in the prices of the goods or services.

C. Binding Arbitration or Mediation. The County does not agree to submit to any form of binding alternative dispute resolution, including without limitation arbitration or mediation, unless specifically authorized by the Board of Supervisors.

D. Limitation of Rights and Waiver of Remedies. The County does not agree to limit its rights or waive its remedies at law or in equity, unless specifically authorized by the Board of Supervisors.

E. Limitation of Liability. There is no limitation on the liability of a contractor for claims for bodily injury, including death, and damage to real property or tangible personal property resulting from the negligence of a contractor or any employee of a contractor. For information technology goods or services contracts in excess of $200,000 there is no limitation of liability of a contractor for the intentional or willful misconduct, fraud, or recklessness of a supplier or any employee of a supplier.

F. Confidentiality. The County will not be bound by any confidentiality provision that is inconsistent with the requirements of the Virginia Code, including the Virginia Freedom of Information Act.

G. Unilateral Modification. Unilateral modification of the contract or ordering document by the contractor is prohibited.

H. Choice of Law and Venue. Any term or provision in a contract that (i) makes the public contract subject to, governed by, or interpreted under the laws of another state or country or (ii) requires or permits any litigation or other dispute resolution proceeding arising from the public contract to be conducted in another state or country shall be void. Such public contract shall instead be deemed to provide for the application of the law of the Commonwealth of Virginia, without regard to such contract's choice of law provisions, and to provide for jurisdiction in the courts of the Commonwealth.

FAIRFAX COUNTY PURCHASING RESOLUTION

FAIRFAX COUNTY PURCHASING RESOLUTION

Article 4

CONSTRUCTION CONTRACTING

Section 1. Authority.

The procurement of architectural, engineering and related consultant services for construction projects and the contracting for construction projects are as set out in Article 1, Section 3.

Section 2. Rules and Regulations.

The Agencies designated in Section 1 above shall prepare and maintain detailed rules and regulations on the conduct of these contracting actions. Such rules and regulations shall be consistent with this Resolution and the laws of the Commonwealth of Virginia. Such rules and regulations shall be approved by the Purchasing Agent for County staff agencies or the administrative head of the respective public body involved.

Section 3. Purchasing Policies.

A. Construction may be procured by competitive negotiation as set forth in the Code of Virginia, subsection D of §2.2-4303 for the construction of highways and any draining, dredging, excavation, grading or similar work upon real property.

B. The Purchasing Agent may establish written purchase procedures not requiring competitive sealed bids or competition negotiation for single or term contracts for non-transportation-related construction, if the aggregate or the sum of all phases is not expected to exceed $300,000; and transportation-related construction, if the aggregate or sum of all phases is not expected to exceed $25,000. However, such purchase procedures shall provide for competition wherever practicable.

C. No contract for the construction of any building or for an addition to or improvement of an existing building for which state funds of $50,000 or more in the aggregate or for the sum of all phases of a contract or project, either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive bidding or competitive negotiation as provided in this Resolution and law. The procedure for the advertising for bids and letting of the contract shall conform, mutatis mutandis, to the Virginia Public Procurement Act.

D. A contract for architectural or professional engineering services relating to multiple projects may be awarded provided (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the Request for Proposal, and (iii) the contract term is limited to one year and may be renewable for three additional terms at the option of the County. Under such contract, (a) the fair and reasonable prices, as negotiated, shall be used in determining the cost of each project performed, (b) the sum of all projects performed in a contract term shall not exceed $10 million, (c) the fee for any single project shall not exceed $2.5 million. Any unused amounts from the first contract term shall not be carried forward to the additional term(s). Competitive negotiations for such contracts may result in awards to more than one offeror provided (1) the Request for Proposal so states and (2) the County has established procedures for distributing multiple projects among the selected contractors during the contract term.

E. No County construction contract shall waive, release, or extinguish the rights of a contractor to recover costs or damages for unreasonable delay, in performing such contract, either on their behalf or on behalf of their subcontractor if and to the extent such delay is caused by acts or omissions of the County, its agents or employees and due to causes within their control.

1. Subsection E shall not be construed to render void any provision of a County construction contract that:

    a. Allows the County to recover that portion of delay costs caused by the acts or omissions of the contractor, or its subcontractor, agents or employees;
    b. Requires notice of any delay by the party claiming the delay;
    c. Provides for liquidated damages for delay; or
    d. Provides for arbitration or any other procedure designed to settle contract disputes.

2. A contractor making a claim against the County for costs or damages due to the alleged delaying of the contractor in the performance of its work under any County construction contract shall be liable to the County and shall pay the County for a percentage of all costs incurred by the County in investigating, analyzing, negotiating, litigating and arbitrating the claim, which percentage shall be equal to the percentage of the contractor's total delay claim which is determined through litigation or arbitration to be false or to have no basis in law or in fact.

3. A public body denying a contractor’s claim for costs or damages due to the alleged delaying of the contractor in the performance of work under any public construction contract shall be liable to and shall pay such contractor a percentage of all costs incurred by the contractor to investigate, analyze, negotiate, litigate and arbitrate the claim. The percentage paid by the County shall be equal to the percentage of the contractor’s total

delay claim for which the County's denial is determined through litigation or arbitration to have been made in bad faith.

Section 4. Methods of Procurement.

A. Construction Management/Design Build Services. In addition to competitive bidding and competitive negotiations, the County may enter into a contract for construction on a fixed price or not-to-exceed price design-build or construction management basis consistent with this Resolution and law.

1. Prior to making a determination as to the use of construction management or design-build for a specific construction project, the County shall have in its employ or under contract a licensed architect or engineer with professional competence appropriate to the project who shall (i) advise the County regarding the use of construction management or design-build for that project and (ii) assist the County with the preparation of the Request for Proposal and the evaluation of such proposals.

2. A written determination shall be made in advance by the County that competitive sealed bidding is not practicable or fiscally advantageous, and such writing shall document the basis for the determination to utilize construction management or design-build. The determination shall be included in the Request for Qualifications and be maintained in the procurement file.

3. Procedures adopted by the County for construction management pursuant to this article shall include the following requirements:

   a. Construction management may be utilized on projects where the project cost is expected to be less than the project cost threshold established in the procedures adopted by the Secretary of Administration for the Commonwealth using construction management contracts, provided that (i) the project is a complex project and (ii) the project procurement method is approved by the local governing body. The written approval of the governing body shall be maintained in the procurement file; public notice of the Request for Qualifications is posted on the Department's central electronic procurement website, known as eVA, at least 30 days prior to the date set for receipt of qualification proposals;
   b. The construction management contract is entered into no later than the completion of the schematic phase of design, unless prohibited by authorization of funding restrictions;
   c. Prior construction management or design-build experience or previous experience with the Department's Bureau of Capital Outlay Management shall not be required as a prerequisite for award of a contract. However, in the

selection of a contractor, the County may consider the experience of each contractor on comparable projects;

d. Construction management contracts shall require that (i) no more than 10 percent of the construction work, as measured by the cost of the work, be performed by the construction manager with its own forces and (ii) the remaining 90 percent of the construction work, as measured by the cost of the work, be performed by subcontractors of the construction manager, which the construction manager shall procure by publicly advertised, competitive sealed bidding to the maximum extent practicable. The provisions of this subdivision shall not apply to construction management contracts involving infrastructure projects;

e. The procedures allow for a two-step competitive negotiation process; and

f. Price is a critical basis for award of the contract.

4. Procedures adopted by the County for design-build construction projects shall include a two-step competitive negotiation process consistent with the standards established by the Division of Engineering and Buildings of the Department for state public bodies.

5. The County shall report by no later than November 1 of each year to the Director, Department of General Services on all completed capital projects in excess of $2 million, which report shall include at a minimum (i) the procurement method utilized; (ii) the project budget; (iii) the actual project cost; (iv) the expected timeline; (v) the actual completion time; and (vi) any post-project issues.

C. Job order contracting; limitations. Where the method for procurement of job order construction is competitive negotiation, the following shall apply:

1. A job order contract may be awarded by the County for multiple jobs, provided (i) the jobs require similar experience and expertise, (ii) the nature of the jobs is clearly identified in the solicitation, and (iii) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized in this section, whichever occurs first.

2. Such contracts may be renewable for three additional one-year terms at the option of the County. The fair and reasonable prices as negotiated shall be used in determining the cost of each job performed, and the sum of all jobs performed in a one-year contract term shall not exceed $10 million. Subject to the maximum threshold amount, no individual job order shall exceed $1,000,000.

3. For the purposes of this section, any unused amounts from one contract term shall not be carried forward to any additional term.

4. Order splitting with the intent of keeping a job order under the maximum dollar amounts prescribed in subsection 2 is prohibited.

5. No job order contract shall be issued solely for the purpose of receiving professional architectural or engineering services that constitute the practice of architecture or the practice of engineering as those terms are defined in Article 1, Section 6. However, professional architectural or engineering services may be included on a job order where such professional services (i) are incidental and directly related to the job, (ii) do not exceed $25,000 per job order, and (iii) do not exceed $75,000 per contract term.

6. Job order contracting shall not be used for construction, maintenance, or asset management services for a highway, bridge, tunnel, or overpass. However, job order contracting may be used for safety improvements or traffic calming measures for individual job orders up to $250,000, subject to the maximum annual threshold amount established in this section.

Section 5. Prequalification, Bonds, Escrow Accounts.

Prospective contractors may be prequalified for particular types of supplies, services, insurance, or construction, and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedures shall be established in writing and sufficiently in advance of their implementation to allow potential contractors a fair opportunity to complete the process.

A. Any prequalification of prospective contractors for construction by the County shall be pursuant to a prequalification process for construction projects as outlined below.

1. The application form used in such process shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. The form shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information pursuant to Article 2, Section 4, Paragraph C.

2. In all instances in which the County requires prequalification of potential contractors for construction projects, advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in this subsection to be accomplished.

3. At least thirty days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the County shall advise in writing, each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.

4. A decision by the County denying prequalification under the provisions of this subsection shall be final and conclusive unless the prospective contractor appeals the decision in writing within ten (10) days after receipt of the notice by instituting legal action as provided in the Code of Virginia. If upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Fairfax County Purchasing Resolution, the sole relief shall be restoration of eligibility.

B. The County may deny prequalification to any contractor only if the County finds one of the following:

1. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the County shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;

2. The contractor does not have appropriate experience to perform the construction project in question;

3. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

4. The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with the County without good cause. If the County has not contracted with a contractor in any prior construction contracts, the County may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. The County may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the

prior construction file and such information relating thereto given to the contractor at that time, with the opportunity to respond;

5. The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, violation of Article 6 of the Virginia Public Procurement Act (§2.2-4367 et seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et seq.), Chapter 42 (§59.1-68.6 et seq.) of Title 59, or any substantially similar law of the United States or another state;

6. The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and

7. The contractor failed to provide to the County in a timely manner any information requested by the County relevant to subdivisions (1) through (7) of this subsection.

   a. If the County has a prequalification ordinance that provides for minority participation in municipal construction contracts, that public body may also deny prequalification based on minority participation criteria, provided, however, that nothing herein shall authorize the adoption or enforcement of minority participation criteria except to the extent that such criteria, and the adoption and enforcement thereof, are in accordance with the Constitution and laws of the United States and the Commonwealth.

C. Withdrawal of bids by a bidder.

1. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw their bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw their bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from

inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

2. The bidder shall give notice in writing of their claim of right to withdraw their bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. No bid shall be withdrawn when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. The lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

3. The County shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the County denies the withdrawal of a bid, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the bidder.

D. Progress Payments.

1. In any public contract for construction which provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least ninety-five percent of the earned sum when payment is due, with no more than five percent being retained to be included in the final payment. Any subcontract for a public project which provides for similar progress payments shall be subject to the same limitations.

E. Bonds.-

1. Except in cases of emergency, all bids or proposals for construction contracts in excess of $500,000 shall be accompanied by a bid bond from a surety company selected by the bidder which is legally authorized to do business in Virginia, as a guarantee that if the contract is awarded to such bidder, that bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent of the amount bid.

No forfeiture under a bid bond shall exceed the lesser of:

a. the difference between the bid for which the bond was written and the next low bid, or

b. the face amount of the bid bond.

Nothing in this section shall preclude the County from requiring bid bonds to accompany bids or proposals for construction contracts anticipated to be less than $500,000.

2. Performance and payment bonds:

a. Upon the award of any public construction contract exceeding $500,000 awarded to any prime contractor, the contractor shall furnish to the County the following bonds:

1) A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract.

2) A payment bond in the sum of the contract amount, unless the contract is an indefinite delivery or quantity contract and the County has adopted an ordinance pursuant to subsection f. The bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in furtherance of the work provided for in the contract, and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the work. As used in this subdivision "Labor or materials" includes public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

b. Each of such bonds shall be executed by one or more surety companies selected by the contractor which are legally authorized to do business in Virginia.

c. Such bonds shall be payable to the County of Fairfax and filed with the County or a designated office or official.

d. Nothing in this section shall preclude the County from requiring payment or performance bonds for construction contracts below $500,000.

e. Nothing in this section shall preclude such contractor from requiring each subcontractor to furnish a payment bond with surety in the sum of the full amount

of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts which are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

f. For indefinite delivery or quantity contracts awarded pursuant to subsection a, the County may, by ordinance allow the contractor awarded such contract to furnish to the County a performance bond and a payment bond, each of which shall be equal to the dollar amount of the individual tasks identified in the underlying contract. Such contractor shall not be required to pay the performance bond and payment bond in the sum of the contract amount if the County has adopted such an ordinance pursuant to this subsection. For purposes of this section, "indefinite delivery or quantity contract" means a contract that only requires performance of contractual obligations upon the request of the County and which establishes an annual cap for the total work that may be authorized for such contract.

3. Action on performance bond - No action against the surety on a performance bond shall be brought unless within one year after (1) completion of the contract, including the expiration of all warranties and guarantees or (2) discovery of the defect or breach of warranty, if the action be for such, in all other cases.

4. Actions on payment bonds:

a. Subject to the provisions of subsection (b) hereof, any claimant who has performed labor or furnished material in accordance with the contract documents in the prosecution of the work provided in any contract for which a payment bond has been given, and who has not been paid in full therefore before the expiration of ninety days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on such payment bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.

b. Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he has given written notice to the contractor within 180 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was

furnished. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where their office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection.

c. Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

d. Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and executed after such person has performed labor or furnished material in accordance with the contract documents.

5. Alternative forms of security:

a. In lieu of a bid, payment or performance bond a bidder may furnish a certified check, cashier's check or cash escrow in the face amount required for the bond.

b. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

F. Escrow Accounts.-

1. The County, when contracting directly with contractors for public contracts of $200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, where portions of the contract price are to be retained, shall include an option in the bid or proposal for the contractor to use an Escrow account procedure for utilization of the County's retainage funds by so indicating in the space provided in the bid or proposal documents and executing the Escrow Agreement form provided by the County. In the event the contractor elects to use the Escrow account procedure, the Escrow Agreement form shall be executed and submitted to the County within fifteen days after receipt of notification of contract award by the contractor.

2. The executed Escrow Agreement Form shall be submitted to the Office designated in the bid or proposal documents. If the Escrow Agreement Form is not submitted to the designated office within the fifteen day period, the contractor shall forfeit their rights to the use of the Escrow account procedure.

3. The Purchasing Agent shall promulgate escrow regulations. In order to have retained funds paid to an escrow agent, the contractor, the escrow agent and the surety shall execute the Escrow Agreement form. The contractor's escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth and shall satisfy escrow agent qualifications promulgated by the Purchasing Agent.

4. This subsection F. shall not apply to public contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.

5. Any such public contract for construction with the County which includes payment of interest on retained funds, may include a provision whereby the contractor, exclusive of reasonable circumstances beyond the control of the contractor stated in the contract, shall pay a specified penalty for each day exceeding the completion date stated in the contract.

6. Any subcontract for such public project that provides for similar progress payments shall be subject to the provisions of this section.

This subsection F. shall apply to contracts as provided in the Code of Virginia, §2.2-4334.

FAIRFAX COUNTY PURCHASING RESOLUTION

Article 5

BIDDER/CONTRACTOR REMEDIES

Section 1. Ineligibility.

A. Debarment as used in this section means any action taken by the County Purchasing Agent to exclude individuals or entities from contracting with County agencies or organizations for particular types of supplies, services, insurance, or construction for a specified period of time. A prospective contractor may be suspended from participating in County procurements if there is evidence that the prospective contactor has committed an act that would be the basis of a debarment and immediate action is needed to protect the County's interests. Debarment or suspension do not relieve the contractor of responsibility for its existing obligations.

B. The County Purchasing Agent shall have the authority to suspend or debar a prospective contractor from contracting for particular types of supplies, services, insurance or construction, for specified periods of time for the causes stated below:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;

3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;

4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:

    a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;

5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project;

7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

C. Ineligibility Period. Debarment shall be for a period of ninety (90) days to three (3) years, at the discretion of the County Purchasing Agent. The period of suspension shall not exceed one year. A debarment or suspension may be lifted or stayed at any time if the County Purchasing Agent determines that doing so is in the best interests of the County.

D. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.

1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

E. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

FAIRFAX COUNTY PURCHASING RESOLUTION

Section 2. Appeal of Denial of Withdrawal of Bid.

A. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.

B. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 5A, paragraph 8, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

C. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

Section 3. Appeal of Determination of Non-responsibility.

A. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

B. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

Section 4. Protest of Award or Decision to Award.

A. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County

of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 5.C, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 5.D, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.

B. If, prior to award, it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

C. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

D. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

FAIRFAX COUNTY PURCHASING RESOLUTION

Section 5. Contractual Disputes.

A. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce their decision to writing and mail or otherwise forward a copy to the contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.

B. The Contractor's contractual claims, whether for money or other relief, must be submitted to the County Purchasing Agent in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given to the County Purchasing Agent at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

Section 6. Legal Action.

A. In addition to the requirements of Section 5, any bidder, offeror, potential bidder or offeror, or contractor that seeks monetary relief or damages from the County must submit its claim to the Board of Supervisors in compliance with Virginia Code §§ 15.2-1243 through 1249. The requirement to submit a claim for monetary relief or damages to the Board of Supervisors does not alter, toll, extend, or otherwise vary the Contractor's obligation to appeal the Purchasing Agent's decision within six (6) months of the date of Purchasing Agent's final written decision by instituting legal action, as described in Section 5.

B. No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

FAIRFAX COUNTY PURCHASING RESOLUTION

Article 6

ETHICS IN COUNTY CONTRACTING

Section 1. General.

A. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), and Articles 2 (§ 18.2-438 et seq.) and 3 (§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

B. No County employee having official responsibility for a procurement transaction (except as may be specifically allowed by subdivisions of B1, B2, and B3 of § 2.2-3112) shall participate in that transaction on behalf of the County when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or,

2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or,

3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or,

4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror or contractor.

Section 2. Solicitation or Acceptance of Gifts.

No County employee having official responsibility for a procurement transaction shall solicit, demand, accept or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services personal use rebates or anything

of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The County may recover the value of anything conveyed in violation of this section. No employee shall use rebates provided by any vendor for personal use. All monetary rebates received as the result of a procurement transaction are for the sole use of the County.

Section 3. Disclosure of Subsequent Employment.

No County employee or former County employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the County employee or former County employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the County unless the County employee, or former County employee, provides written notification to the County prior to commencement of employment by that bidder, offeror or contractor.

Section 4. Gifts.

No bidder, offeror, contractor or subcontractor shall confer upon any County employee having official responsibility for a procurement transaction 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 is exchanged.

Section 5. Kickbacks.

A. No contractor or subcontractor shall demand or receive from any of their suppliers or their subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything present or promised, unless consideration of substantially equal or greater value is exchanged.

B. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

C. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a County contract.

D. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and will be

recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

E. No person who, for compensation, prepares an invitation to bid or request for proposal for or on behalf of the County shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement which is not available to the public. However, the County may permit such person to submit a bid or proposal for that procurement or any portion thereof if the County determines that the exclusion of such person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the County.

Section 6. Purchase of Building Materials, etc., from Architect or Engineer Prohibited.

A. No building materials, supplies or equipment for any building or structure constructed by or for the County shall be sold by or purchased from any person employed as an independent contractor by the County to furnish architectural or engineering services, but not construction, for such building or structure; or from any partnership, association or corporation in which such architect or engineer has a personal interest as defined in §2.2-3101 of the Code of Virginia.

B. No building materials, supplies, or equipment for any building or structure constructed by or for the County shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies, or equipment to be used in such building or structure to the independent contractor employed by the County to furnish architectural or engineering services in which such person has a personal interest as defined in §2.2-3101 of the Code of Virginia.

C. The provisions of this Section shall not apply in the case of emergency.

Section 7. Certification of Compliance; Penalty for False Statements.

A. The County may require County employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this section.

B. Any County employee required to submit a certification as provided in subsection a. of this section who knowingly makes a false statement in such certification shall be punished as provided in §2.2-4377 of the Code of Virginia.

Section 8. Misrepresentations.

No County employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

Section 9. Penalty for Violation.

The penalty for violations of any of the provisions under Article 6 of this Resolution is provided in the Code of Virginia, §2.2-4377.

Section 10. Personal Conflicts of Interest

It is County policy to require contractors to:

A. Identify and prevent personal conflicts of interest of their employees who perform an acquisition function closely associated with inherently governmental functions; and

B. Prohibit employees who have access to non-public County information from using such information for personal gain.

Failure to comply may result in suspension or debarment or termination for cause. The Purchasing Agent may waive, in exceptional circumstances, a personal conflict of interest or waive the requirement to prevent conflict of interest for a particular employee, if the Purchasing Agent determines in writing that such mitigation is in the best interest of the County.

FAIRFAX COUNTY PURCHASING RESOLUTION

Article 7

PROPERTY MANAGEMENT

The Director of the Department of Procurement and Material Management is responsible for the management of all Fairfax County and Fairfax County Public Schools (FCPS) property, supplies and equipment except as excluded by formal agreement between the County and other public bodies. This includes physical accountability of consumable supplies and accountable equipment, as well as, validation of the inventory and accountable equipment values reported in Fairfax County's Comprehensive Annual Financial Report. DPMM shall prescribe the procedures to be used by departments in the acquisition, receipt, storage and management, and issuance of consumable supplies and accountable equipment inventory, and disposition of excess and surplus County property.

Section 1. County Consolidated Warehouse (Logistics Center).

The Director of the Department of Procurement and Material Management is responsible for operation of the County Logistics Center which provides temporary storage and distribution of the supplies and equipment to all County departments. The Logistics Center may be used as the storage point for customer owned inventory from other departments. The Director of the Department of Procurement and Material Management is responsible for space management and logistics coordination at the Logistics Center.

Section 2. Inventory Accountability.

Departments and Fairfax County Public Schools are required to establish and maintain accountability of consumable inventories and accountable equipment in their custody, and to conduct periodic physical inventories in accordance with schedules published by the Director of the Department of Procurement and Material Management.

Section 3. Consumable Inventory Property Management.

The Director of the Department of Procurement and Material Management shall exercise oversight responsibility over all consumable inventory warehouses and stockrooms. The program shall be administered in accordance with industry standards and best practices.

Section 4. Accountable Equipment Inventory Property Management.

A. The Director of the Department of Procurement and Material Management shall exercise oversight responsibility over all accountable equipment.

B. The Director of the Department of Procurement and Material Management is responsible for defining items to be capitalized as accountable equipment, and administering the Accountable Equipment Program in accordance with State and County codes, as well as industry standards and best practices.

Section 5. Excess and Surplus Property Management.

A. The Director of the Department of Procurement and Material Management is responsible for determining (i) the method of redistribution of serviceable excess property and inventory and (ii) the method of disposal of surplus property and inventory as allowed by law. Redistribution of serviceable excess property and inventory and the disposal of surplus property and inventory will be in accordance with any rules, regulations, or procedures established by DPMM.

B. Confiscated or abandoned property in the hands of the police shall be disposed in accordance with Chapter 2, Article 2, Sections 2-2-1 through 2-2-3 of the County Code.

C. Employees and members of their immediate family are not eligible to acquire property for personal use before such property has been declared surplus and has been made available to the general public. The County may, however, sell any dog specially trained for police work to the handler who was last in control of such dog, at a price deemed by the locality to be appropriate.

FAIRFAX COUNTY PURCHASING RESOLUTION

Section 6. Donations.

A. Accepting Donations:

1. Items $10,000 or more:
   The Director of the Department of Procurement and Material Management or Assistant Superintendent of Financial Services is responsible for approving the acceptance of donated items or services with a fair market value of $10,000 or more, and ensuring accepted items are properly accounted for.

2. Items under $10,000:
   Department Heads, Principals, or their equivalents may accept donated items or services with a fair market value under $10,000.

3. Inasmuch as the County is not offering consideration nor is it purchasing or initiating the provision of services, the County may accept a gift of services pursuant to the Virginia State Government Volunteers Act. Such services must be provided from a person who acts of their own free will and without any financial gain.

B. Making Donations:

1. Items $10,000 or more:
   When the fair market value of an item exceeds $10,000, the Board of County Supervisors or FCPS School Board, as appropriate and allowed by law, may offer surplus County or School property to charitable or non-profit organizations or public bodies for sale or donation, where appropriate. The Director of the Department of Procurement and Material Management or Assistant Superintendent of Financial Services shall coordinate all requests to donate items with their respective Board.

2. Items under $10,000:
   When the fair market value of a surplus item is less than $10,000, the Director of the Department of Procurement and Material Management or FCPS Chief Financial Services may donate the item directly to charitable or nonprofit organizations or public bodies as appropriate and allowed by law.

FAIRFAX COUNTY PURCHASING RESOLUTION

It is further resolved that this resolution shall be effective July ~~15~~14, ~~2025~~2026.

A Copy Teste:

Jill G. Cooper
Clerk to the Board of Supervisors

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Board Agenda Item
July 14, 2026

ACTION – 3

Approval of Plain Language Explanations for the 2026 Bond Referenda for Parks and Park Facilities, and Community Health and Human Services Facilities

ISSUE:
Board approval of explanatory statements for each of the two County referenda to be held in conjunction with the General Election on November 3, 2026.

RECOMMENDATION:
The County Executive recommends that the Board approve the plain language explanations for the two referenda and authorize staff to translate them, post them online, and make them available at all County polling places and early voting sites.

TIMING:
Board action is recommended on July 14, 2026, so that staff can translate the explanations, post them on the County's website as soon as possible, and have them printed and available when absentee voting begins on September 18, 2026.

BACKGROUND:
At its meeting on June 23, 2026, the Board adopted two resolutions, Parks and Park Facilities and Community Health and Human Services Facilities, each of which asks the Fairfax County Circuit Court to order a referendum on November 3, 2026, on the question of whether the Board should be authorized to issue general obligation bonds for certain purposes. The County Attorney filed the resolutions with Petitions asking the Circuit Court to order the elections, and the Court is expected to enter the orders promptly.

State law requires localities to provide for the preparation and printing of an explanation for each referendum question that involves the issuance of bonds by the locality. Va. Code § 24.2-687. The statement must include the ballot question and a neutral explanation of not more than 500 words prepared by the locality's attorney. *Id.* The Board approved the wording of the ballot questions when it adopted the Resolutions, and the County Attorney's Petitions asked the Circuit Court to order that the ballot questions be stated as approved by the Board. This Action Item presents only the explanation portion of each proposed statement for the Board's approval.

These plain language explanatory statements are frequently referred to as "plain

English" statements, because Virginia law requires them to be written in "plain English." The law defines "plain English" to mean "written in nontechnical, readily understandable language using words of common everyday usage and avoiding legal terms and phrases or other terms and words of art whose usage or special meaning primarily is limited to a particular field or profession." *Id.* Besides English, the County translates these statements into Spanish, Vietnamese, and Korean. Section 203 of the federal Voting Rights Act and Section 24.2-128 of the Virginia Rights of Voters Act require political subdivisions designated by the Director of the U.S. Bureau of the Census to make voting materials available in the language of the designated minority group. The Director of the Census designated Fairfax County in 2016 and in 2021 as a jurisdiction required to provide all voting and information materials in Spanish and Vietnamese, respectively. The Electoral Board has also provided ballots and other election-related materials in Korean since 2017, because the 2015 American Community Service Survey results showed that the number of Korean speakers almost met the federal threshold for designation by the Director of the Census.

EQUITY IMPACT:
This action item aligns with multiple focus areas of the One Fairfax Policy. Capital investments in the Fairfax County Park Authority tie to focus area 12 for park systems that are equitable and inclusive by providing quality facilities, programs, and services to all communities. Funding for the renovation of community health and human services facilities promotes focus area 10 for a health and human services system where opportunities exist for all individuals and families for the provision of accessible, high quality, affordable and culturally appropriate services.

FISCAL IMPACT:
Expenses associated with printing and translating the explanation will be paid out of existing appropriations in Fund 20000, Consolidated County and Schools Debt Service.

ENCLOSED DOCUMENTS:
Attachment 1 – Draft Explanation for Parks and Park Facilities Bonds Referendum
Attachment 2 – Draft Explanation for Community Health and Human Services Facilities Bonds Referendum

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Philip Hagen, Director, Department of Management and Budget
Joseph LaHait, Deputy Director, Department of Management and Budget

Board Agenda Item
July 14, 2026

ASSIGNED COUNSEL:
Elizabeth D. Teare, County Attorney
Martin R. Desjardins, Assistant County Attorney

PARKS AND PARK FACILITIES BONDS EXPLANATION

Ballot Question

PARKS AND PARK FACILITIES BONDS

Shall Fairfax County, Virginia, contract a debt, borrow money, and issue bonds, in addition to the parks and park facilities bonds previously authorized, in the maximum aggregate principal amount of $180,000,000 for the purpose of providing funds, with any other available funds, to finance, including reimbursement to the County for temporary financing for, the Fairfax County Park Authority's cost to acquire, construct, develop, and equip additional parks and park facilities, to preserve open-space land, and to develop and improve existing parks and park facilities?

Explanation

This referendum asks voters whether Fairfax County should be authorized to contract a debt and issue bonds in the maximum principal amount of $180,000,000 for improvement of existing parks owned and operated by Fairfax County Park Authority, for additional parks and recreational facilities, and for preservation of open space across the county. The County's current plans for the proceeds of bonds that may be authorized by this referendum are described below. These specific plans may be altered, but in any case, the bonds can only be issued for purposes described in the ballot question.

Virginia law permits the County government to borrow money to buy land and construct projects by issuing general obligation bonds, which are sold to investors and repaid over time with County revenues. Money received from the sale of bonds provides funding for many County facilities. Bond financing permits the costs of those County facilities to be repaid over a period of years. However, before the County may incur a general obligation debt, a majority of the County voters must authorize the County to borrow those funds.

The County currently plans to use $180,000,000 of bonds from this referendum for Fairfax County Park Authority system improvements and facilities. Funding from this referendum will support a range of capital projects across the county with current plans addressing existing maintenance needs, design and construction of new parks and amenities, preservation of natural and historic resources, and renovation of park and rec center facilities in need of lifecycle replacement.

Currently planned projects include entirely new parks and new amenities in existing parks, such as playgrounds, skateparks, or trails. Funding will address repair, replacement, and upgrade of current park facilities, improving service and access, and modernizing outdated amenities, such as playgrounds, picnic shelters, trails, amusements, athletic fields, athletic courts, support facilities, and infrastructure such as lighting and irrigation to current standards and codes.

Capital funding for Rec Center renovations will support design, repairs, upgrades, and capital improvements to maintain safety, functionality, accessibility, and service quality. Projects will include lifecycle replacements to repair, replace, and modernize amenities covering

structural, mechanical, electrical, and cosmetic systems, such as HVAC systems, pool pump equipment, and roofing. This funding is currently planned to support the complete renovation of Audrey Moore Rec Center, deferred maintenance at other Rec Centers, and concept plans for future renovations of additional Rec Centers.

The bond referendum will fund projects such as ecological restorations including meadow restoration, expansion and reforestation projects; historic site preservation projects focusing on structural needs, systems preservation, infrastructure and stabilization work on historic structures; maintenance and preservation work for historic cemeteries in parks; and parkland acquisition.

This explanation was prepared, printed, and made available at election polling places in accordance with Virginia Code § 24.2-687

COMMUNITY HEALTH AND HUMAN SERVICES FACILITIES BONDS EXPLANATION

Ballot Question

COMMUNITY HEALTH AND HUMAN SERVICES FACILITIES BONDS

Shall Fairfax County, Virginia, contract a debt, borrow money, and issue bonds, in addition to the community health and human services facilities bonds previously authorized, in the maximum aggregate principal amount of $75,000,000 for the purpose of providing funds, with any other available funds, to finance, including reimbursement to the County for temporary financing for, the cost to provide community health and human services facilities, including the construction, reconstruction, enlargement, and equipment of existing and additional community health and human services facilities and the acquisition of necessary land?

Explanation

This referendum asks voters whether Fairfax County should be authorized to contract a debt and issue bonds in the maximum principal amount of $75,000,000 for community health and human services facilities. The County's current plans for the proceeds of bonds that may be authorized by this referendum are set forth below. These specific plans may be altered, but in any case, the bonds can only be issued for purposes described in the ballot question.

Virginia law permits the County government to borrow money to buy land, purchase capital equipment, and construct or improve facilities by issuing general obligation bonds, which are sold to investors and repaid over time with County revenues. Money received from the sale of bonds provides funding for many County facilities. Bond financing permits the costs of those County facilities to be repaid over a period of years. However, before the County may incur a general obligation debt, a majority of the County voters must authorize the County to borrow those funds.

The County currently plans to use $35,000,000 in bonds to renovate or replace the Joanne Jorgenson Public Health Laboratory, located in the former Belle Willard School building. The current 11,800-square-foot facility includes Biosafety Level 2 and Level 3 laboratories. In 2020, the County added a 1,500-square-foot modular lab to expand Biosafety Level 2 testing capacity in response to the COVID-19 pandemic and address space constraints. The laboratory is the only local public health laboratory in Virginia and performs more than 200,000 tests each year for Fairfax County and surrounding communities. Renovation or replacement of the laboratory will expand the existing facility to integrate the modular lab's space and expand future testing capacity. The integrated design will focus on improving operational efficiency, flexibility, and readiness to address future public health, environmental, and clinical testing needs and support emergency response activities.

Current plans also include using $40,000,000 in bonds to renovate or replace facilities supporting three programs at the Tim Harmon Campus: A New Beginning, Fairfax Detox Center, and the Cornerstone Facility. A New Beginning provides residential treatment

programs for adults with substance use disorders and co-occurring mental health challenges. Fairfax Detox Center is a 32-bed residential program offering a safe, structured environment for individuals detoxing from alcohol or drugs. The Cornerstone Facility was repurposed as a Northern Virginia Adolescent Treatment Center, which is a 16-bed residential treatment center for youth with co-occurring substance use and mental health conditions. Renovations or replacement plans include modernizing outdated building systems, food service equipment, plumbing, and mechanical systems. Plans also include enlarged common use spaces, flexible program spaces accommodating changing program and service needs, durability features to withstand heavy facility use, technology integration, updated building security, reconfiguration and expansion of the medication suite with updated secure access capabilities, and adding onsite studio style supportive housing units.

This explanation was prepared, printed, and made available at election polling places in accordance with Virginia Code § 24.2-687

Board Agenda Item
July 14, 2026

ACTION – 4

Authorization of Appropriation from Economic Opportunity Reserve Fund to Extend the Fairfax Founders Fund Grant and Technical Assistance Program

ISSUE:
Board of Supervisors (Board) authorization to appropriate $300,000 from the Economic Opportunity Reserve (EOR) Fund to extend the Fairfax Founders Fund Grant and Technical Assistance Program (Fund), a grant program for promising startup Fairfax County firms in emerging technology industries.

RECOMMENDATION:
The County Executive recommends the Board approve the appropriation and conveyance of $300,000 from the EOR to extend the Fund. This authorization includes such other documents as may be reasonably necessary to assist with the administration of the Fund.

TIMING:
Board action is requested on July 14, 2026, to launch the next cohort of the Fund before the end of the calendar year.

BACKGROUND:
Since its launch in 2023, the Fairfax Founders Fund has established itself as a cornerstone of Fairfax County's innovation economy — deploying nearly $1 million in early-stage capital to 18 high-growth technology startups across nine industry sectors. The 13 companies from the first two of the three cohorts collectively generated $6.2 million in revenue, secured $13.5 million in contracts, and raised $3.8 million in additional capital, demonstrating a strong return on the County's investment. Launched as a pilot initiative, the Fairfax Founders Fund has invested an average of $300,000 annually to about six high-growth firms. With its original $1 million appropriation now fully invested, the Fund has demonstrated both strong entrepreneur demand and need for continued investment in Fairfax County's innovation economy.

The program is managed by the Department of Economic Initiatives (DEI). Funds are governed by a memorandum of understanding (MOU) between the Board and the Fairfax County Economic Development Authority (EDA), pursuant to which the Board

can provide appropriated funds to the EDA on an as-needed basis. The EDA disburses funds to the individual grant awardees per DEI direction and administrative support.

Recipients use awards to support commercialization and market entry goals, such as prototype development, market research, technology validation, engineering services, or legal costs relating to intellectual property. Neither the EDA nor the County take ownership of intellectual property that may result from the performance of the award.

Grants are made in amounts up to $50,000, depending on the technical needs and maturity of the applicant companies. The application process includes an interview with a committee, including representatives with technology subject matter and/or local venture capital expertise as well as EDA and DEI staff.

Requirements for eligibility include that the company be an early-stage, high-growth product company in technology and innovation sectors, headquartered in Fairfax County, and have the potential for institutional investment or award in the future.

Grant recipients sign a grant agreement with the EDA and receive 40% of their grant amount. The remaining 60% of their funding is released upon submission of evidence that they have achieved the agreed upon performance milestones. Additionally, they also submit annual reports to DEI on their technological and commercial progress over a 5-year timeframe. Program measures of success include:

- Sales/revenue
- Full and part-time employees
- Follow on funding
- IP created
- Liquidity events

DEI staff also track the levels of engagement with and support of diverse/ underrepresented founders and the interactions between grant recipients and related services and technical assistance providers in the region.

EQUITY IMPACT:
The Fairfax Founders Fund program continues to align with One Fairfax's goal of developing "community and economic development policies and programs that promote wealth creation and ensure fair access for all people" and furthers Fairfax County's strategic efforts to "promote economic vibrancy in all parts of the county."

The program is designed to be a sustained a source of technical assistance for young, promising, technology-based companies – an on-ramp to the venture capital highway. A targeted outreach and engagement effort will continue to be essential to reach

underrepresented and diverse founders, such as women, people of color, veterans, and other groups underrepresented in the technology-based business community. Studies by the Kaufman Foundation have shown that although diverse teams create more profitable companies, women, Latinx, and Black populations are underrepresented as start-up executives. In 2023, startups founded solely by women or Latinx founders raised a combined 4% of total U.S. venture capital. In 2025, Black founders received just 0.32% of U.S. venture funding. Gender and racial disparity persist due to systemic barriers in access, networks, and investor bias. The program will continue to address these disparities.

FISCAL IMPACT:
This item will result in an allocation of $300,000 from Fund 10015: Economic Opportunity Reserve. Currently, all administrative responsibilities associated with the Fund are executed internally with existing staff. Staff will continue to provide updates on program expenditures annually through memos or as part of a committee presentation.

ENCLOSED DOCUMENTS:
None.

STAFF:
Jennifer Miller, Deputy County Executive
Rebecca Moudry, Director, Department of Economic Initiatives
Jamie Gaucher, Division Manager, Economic Innovation & Strategy, Department of Economic Initiatives
Eta Nahapetian, Manager, Innovation Programs & Strategy, Department of Economic Initiatives

ASSIGNED COUNSEL:
Ryan A. Wolf, Senior Assistant County Attorney

Board Agenda Item
July 14, 2026

ACTION – 5

Approval of the Fairfax County Department of Transportation's Major Service Change, Disparate Impact, and Disproportionate Burden Policies for the Fairfax Connector

ISSUE:
Board of Supervisors' (Board) approval of the attached proposed Major Service Change, Disparate Impact, and Disproportionate Burden policies for the Fairfax Connector (Attachment 1), as part of the Fairfax County Department of Transportation's (FCDOT's) forthcoming triennial update to its Title VI Plan.

RECOMMENDATION:
The County Executive recommends that the Board approve the attached Major Service Change, Disparate Impact, and Disproportionate Burden policies for the Fairfax Connector, substantially in the form of Attachment 1.

TIMING:
The Board of Supervisors is requested to act on this item on July 14, 2026, so that the County can complete a full Title VI Plan, pursuant to Federal Transit Administration (FTA) Circular 4702.1B. FTA regulations require that the Board consider and approve these proposed Major Service Change, Disparate Impact, and Disproportionate Burden policies in advance of, and separately from, consideration of the full, triennially updated, Title VI Plan. The Fairfax County Department of Transportation anticipates submitting a complete Title VI Plan to the Board of Supervisors for consideration on August 25, 2026, to comply with FTA's policy to review proposed plans at least 60 days in advance of the November 30, 2026, policy renewal date.

BACKGROUND:
All recipients of any federal financial assistance (e.g., states, local governments, transit providers) are subject to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and the United States Department of Transportation's (USDOT's) implementing regulations. To document Title VI compliance, all recipients of federal financial assistance must maintain a valid Title VI Plan that demonstrates how the recipient is complying with Title VI requirements that prohibit discrimination on the basis of race, color, or national origin. Although not directly prohibited by Title VI, preventing discrimination on the basis of economic status is also part of a Title VI Plan. Integral to a valid Title VI Plan is the separate adoption of Major Service Change, Disparate Impact, and Disproportionate

Burden policies. These policies help ensure that the needs of minority populations and low-income communities are fully and fairly evaluated when changes to Fairfax Connector services are being considered. The proposed policies establish thresholds that determine what kinds of service changes are considered "major," when adverse effects of major service or fare changes are borne disproportionately by minority populations, and if major service or fare changes disparately impact low-income populations vis-à-vis the general population.

The proposed policies and thresholds, which are largely unchanged from the existing Title VI Plan adopted by the Board in 2023, are summarized below.

- Major Service Change (MSC) – A major service change (MSC) is defined as either an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both, for the individual route being modified.

  Major Service Change Policy Key Definitions:
  - Daily Revenue Service Hours: The number of hours a bus operates while carrying paying passengers.
  - Revenue Service Miles: The number of miles a bus operates while carrying paying passengers.

- Disparate Impact (DI) – A disparate impact (DI) occurs under the following circumstances:
  - For a proposed service increase or fare reduction, calculate service area minority population percent minus route area minority population percent. If the result is greater than or equal to +10%, then a DI has occurred.
  - For a proposed service reduction or fare increase, calculate route area minority population percent minus service area minority population percent. If the result is greater than or equal to +10%, then a DI has occurred.

- Disproportionate Burden (DB) – A disproportionate burden (DB) occurs under the following circumstances:
  - For a proposed service increase or fare reduction, calculate service area low-income population percent minus route area low-income population percent. If the result is greater than or equal to +10%, then a DB has occurred.
  - For a proposed service reduction or fare increase, calculate route area low-income population percent minus service area low-income population percent. If the result is greater than or equal to +10%, then a DB has occurred.

Per Federal regulations, these policies underwent a public comment period from February 24, 2026, to March 13, 2026. The public comment period was advertised on the Fairfax Connector website, social media (i.e., posts to Fairfax Connector's Facebook page and Twitter feed), and through the Connector Info email listserv.

To receive feedback on the proposed policies, members of the public and other stakeholders were offered several different options for providing comment, including:

- A widely advertised online survey;
- Virtual stakeholder discussions for representatives of community organizations serving minority and low-income populations; and
- A webpage featuring both the proposed written policies as well as a recorded presentation video explaining the Major Service Change and Disparate Impact/Disproportionate Burden policies.

The online survey was offered in nine different languages: English, Amharic, Arabic, Cantonese, Simplified Chinese, Korean, Spanish, Urdu, and Vietnamese. The survey questions were identical in each language. Using examples to make the concepts more accessible, the survey described FCDOT's proposed Major Service Change and Disparate Impact/Disproportionate Burden policies and asked respondents to provide their opinions about them through multiple-choice and open-ended questions.

To analyze their suitability and efficacy, the policies were first evaluated in terms of how well they met the policy objectives, as described in Circular 4702.1B, namely that the thresholds would neither be so low as to always identify an impact, nor so high as to never identify an impact. FCDOT analyzed the existing Major Service Change, Disparate Impact, and Disproportionate Burden Policies and their performance over the past three years. Based on these analyses and the fact that the responding public was generally supportive of the proposed policies for the next three-year period, FCDOT determined that the policies should remain largely unchanged (from the current ones adopted in 2023) for the next three years.

EQUITY IMPACT:
The Major Service Change Policies, as part of Fairfax County's Title VI Plan, help ensure that the needs of minority and low-income communities are fully and fairly evaluated when service or fare changes to Fairfax Connector are being considered. The Title VI Program examines how equitably transit services and amenities are provided by Fairfax Connector, how effectively FCDOT communicates with Title VI communities, and describes methods for incorporating their input.

FISCAL IMPACT:
Obtaining Title VI compliance will allow Fairfax County to be eligible to receive future FTA grants and other USDOT funding, including possible New Starts funding to support the Richmond Highway Bus Rapid Transit Project. Otherwise, no direct fiscal impact results from approving these policies.

ENCLOSED DOCUMENTS:
Attachment 1: Major Service Change, Disparate Impact, and Disproportionate Burden Policies

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Michael Simms, Director, Office of Human Rights and Equity Programs
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
Dwayne Pelfrey, Chief, Transit Services Division, FCDOT
Brent Riddle, Chief, Coordination Section, FCDOT
Michael Felschow, Chief, Transit Planning Section, FCDOT
Kyle Davis, Transit Services Division, FCDOT
Sara Allred, Senior Transportation Planner, Coordination Section, FCDOT

ASSIGNED COUNSEL:
John A. Dorsey, Assistant County Attorney

3.4. Major Service Change, Disparate Impact, and Disproportionate Burden Policies

3.4.1. INTRODUCTION TO MAJOR SERVICE CHANGE, DISPARATE IMPACT, AND DISPROPORTIONATE BURDEN POLICIES

In accordance with the requirements of FTA Circular 4702.1B, Title VI Requirements for Federal Transit Administration Recipients, FCDOT must establish policies and thresholds for what constitutes a Major Service Change, Disparate Impact, and Disproportionate Burden for use in future service equity and fare equity analyses. According to the Circular, the County must revisit these policies every three years and make revisions, as necessary. While a new analysis was completed to ensure these thresholds continue to meet FTA guidelines, the proposed policies and thresholds for FY 2027-2029 are unchanged.[26]

The use of these policies to evaluate proposed service and fare changes prior to implementation is designed to determine whether those changes will have a discriminatory impact based on race, color, or national origin.

A major service change is a numerical threshold that determines when changes are large enough in scale for the individual transit system to require a subsequent service equity analysis.

FTA C 4702.1B defines disparate impact and disproportionate burden as follows:

> "The transit provider shall develop a policy for measuring **disparate impacts**. The policy shall establish a threshold for determining when adverse effects of service changes are borne disproportionately by minority populations. The disparate impact threshold defines statistically significant disparity and may be presented as a statistical percentage of impacts borne by minority populations compared to impacts borne by non-minority populations. The disparate impact threshold must be applied uniformly, regardless of mode, and cannot be altered until the next Title VI Program submission." (FTA C 4702.1B, Chap. IV-13)

> "The transit provider shall develop a policy for measuring **disproportionate burdens** on low-income populations. The policy shall establish a threshold for determining when adverse effects of service changes are borne disproportionately by low-income populations. The disproportionate burden threshold defines statistically significant disparity and may be presented as a statistical percentage of impacts borne by low-income populations as compared to impacts borne by non-low-income populations. The disproportionate burden threshold must be applied uniformly, regardless of mode." (FTA C 4702.1B, Chap. IV-17).

FTA C 4702.1B requires that if a disparate impact on minority communities is found, Fairfax County must determine ways to avoid, minimize, or mitigate the impact. Fairfax County can only implement a proposed change that results in a disparate impact, if substantial legitimate justification exists, and there are no alternatives meeting the same legitimate objectives. FCDOT is committed to adequately addressing any adverse impacts that result in a disproportionate burden to low-income communities.

3.4.2. MAJOR SERVICE CHANGE, DISPARATE IMPACT, AND DISPROPORTIONATE BURDEN POLICIES

FCDOT's current major service change, disparate impact, and disproportionate burden policies for the Connector FY 2026-2029 are as follows.

[26] The language of the Disparate Impact and Disproportionate Burden policies have been updated to provide clearer language for comprehension and application. The thresholds and their application remain unchanged.

Major Service Change (MSC)

A major service change is defined as an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified.

FCDOT Major Service Change Policy Key Definitions:

- Daily Revenue Service Hours: The number of hours a bus operates while carrying paying passengers
- Daily Revenue Service Miles: The number of miles a bus operates while carrying paying passengers

Disparate Impact (DI)

A disparate impact (DI) occurs under the following circumstances:

- For a proposed service increase or fare reduction, **calculate service area minority population percent minus route area minority population percent**. If the result is greater than or equal to +10 percent, then a DI has occurred.
- For a proposed service reduction or fare increase, **calculate route area minority population percent minus service area minority population percent**. If the result is greater than or equal to +10 percent, then a DI has occurred.

For coordinated service changes where multiple route adjustments are implemented together, affected routes may be evaluated collectively to understand systemwide or community-level impacts. This may include evaluating combined changes along shared route segments or within the same census block groups to assess whether the cumulative effects of the proposed changes result in a disparate impact or disproportionate burden.

Disproportionate Burden (DB)

A disproportionate burden (DB) occurs under the following circumstances:

- For a proposed service increase or fare reduction, **calculate service area low-income population percent minus route area low-income population percent**. If the result is greater than or equal to +10 percent, then a DB has occurred.
- For a proposed service reduction or fare increase, **calculate route area low-income population percent minus service area low-income population percent**. If the result is greater than or equal to +10 percent, then a DB has occurred.

For coordinated service changes where multiple route adjustments are implemented together, affected routes may be evaluated collectively to understand systemwide or community-level impacts. This may include evaluating combined changes along shared route segments or within the same census block groups to assess whether the cumulative effects of the proposed changes result in a disparate impact or disproportionate burden.

3.4.3. MAJOR SERVICE CHANGE, DISPARATE IMPACT, AND DISPROPORTIONATE BURDEN POLICY DEVELOPMENT

To develop the recommendations for the Major Service Change, Disparate Impact, and Disproportionate Burden policies, FCDOT reviewed the policies and thresholds established in 2020 and the methodology used in their establishment. Staff held an internal work session to review. **Section 3.6** describe the major service changes and major fare changes, respectively, that occurred over the previous three years using the previously established policies. By reviewing the previous analyses that occurred while utilizing the policies, staff were able to evaluate

how the policies were utilized and their efficacy in evaluating the equitable distribution of service changes.

Staff also employed a variety of other informational items and data, including:

- Census data analysis on the demographic and socio-economic composition of the population living within a quarter mile of a Connector route, which is the distance recommended by FTA
- Ridership survey data collected in 2025
- Policies in place at peer transit agencies in the Washington, D.C. metropolitan area and across the United States

Major Service Change Policy Development

FTA requires that agencies' Major Service Change policy address both service reductions and service increases for all fixed-route modes of service. FCDOT's current policy, which is the same as the proposed Major Service Change policy, considers the potential addition to or reduction of daily revenue service miles and hours. Revenue service hours and revenue service miles were both included in the policy due to the different types of services offered by the Connector—some Connector routes run for short periods of time over long distances, while other routes run for many hours in revenue service but operate over a smaller geographic area.

FCDOT's service equity analyses of the past three years and public input re-confirmed that the current policy of 25 percent in either revenue service reductions or increases should continue as the threshold for constituting a Major Service Change. The 25 percent threshold triggered 45 major service changes in the time period since the last Title VI update. Of these changes, 11 involved the creation of a new route, 14 involved the elimination of a route, and 20 involved other changes, including changes to route alignments, frequency, span of service, or headway.

Disparate Impact/Disproportionate Burden Policy Development

The Disparate Impact and Disproportionate Burden were evaluated by examining service equity analyses performed since the approval of the previous Title VI Program (**Section 3.6** describes the major service changes and major fare changes, respectively, that occurred over the previous three years using the previously established policies). The minority and low-income percentages of the population living within a quarter mile of routes affected by major service changes were compared with the minority and low-income percentages of the population living within the entire Connector service area. The service equity analyses showed that a 10 percent threshold for both disparate impact and disproportionate burden would again meet the goal of FTA Title VI Circular 4702.1B, in that it is not so low as to always identify an impact, nor so high as to never identify an impact. Public input generally agreed with the proposed 10 percent threshold, although responses were mixed for the impacts found when adding service as opposed to removing service. FCDOT's policies must account for both reductions and additions to service.

3.4.4. MAJOR SERVICE CHANGE, DISPARATE IMPACT, AND DISPROPORTIONATE BURDEN POLICY PUBLIC COMMENT AND STAKEHOLDER INPUT

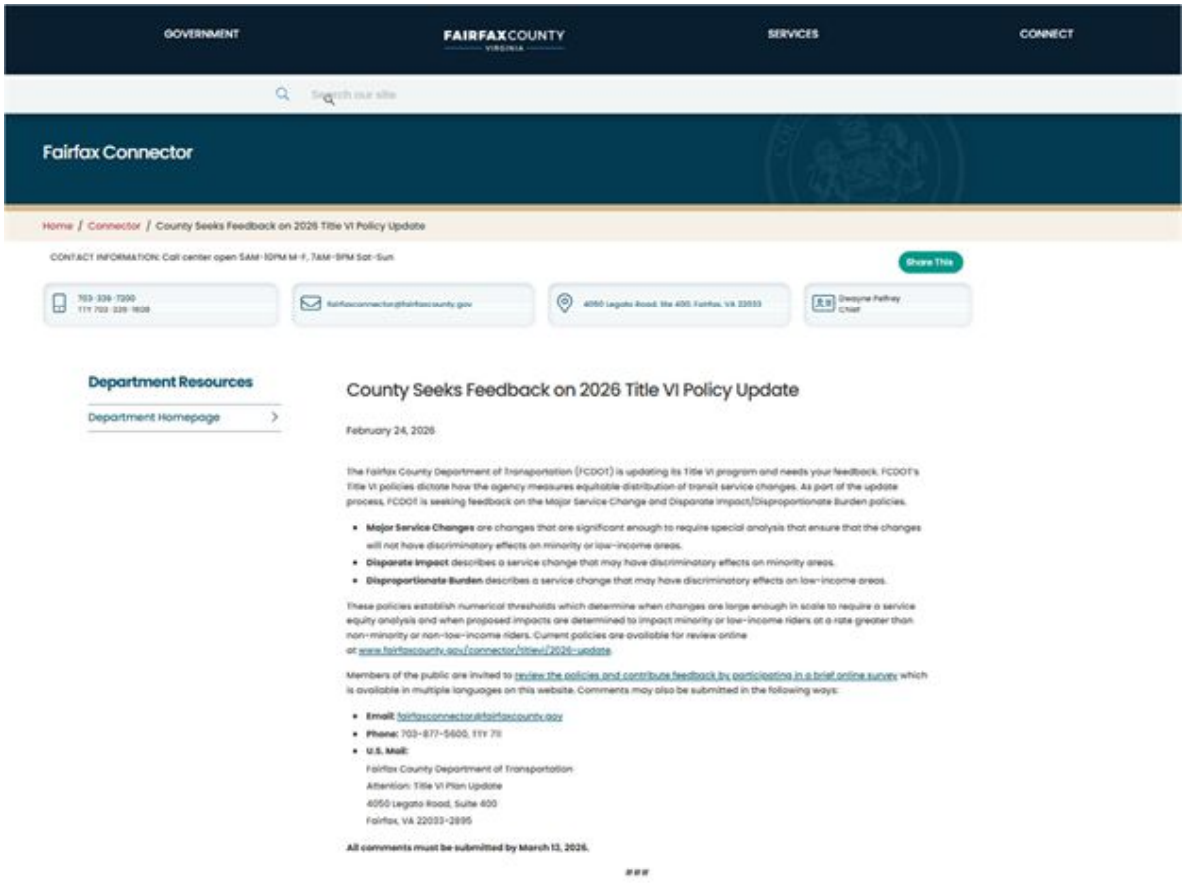
A public comment period on the proposed Major Service Change and Disparate Impact/Disproportionate Burden policies was held from February 24 to March 16, 2026. **Figure 30** shows FCDOT's press release initiating the public comment period. Members of the public and stakeholders were offered several different options for providing comment, including:

- An online survey
- Virtual stakeholder discussions for representatives of community organizations serving minority and low-income populations
- A webpage featuring both the proposed written policies as well as a recorded presentation video explaining

the Major Service Change and Disparate Impact/Disproportionate Burden policies.

The online presentation, also used for the stakeholder discussion presentations, can be found in **Appendices** Section C. Detailed responses collected by FCDOT during the public comment period are contained in **Appendices** Section D.

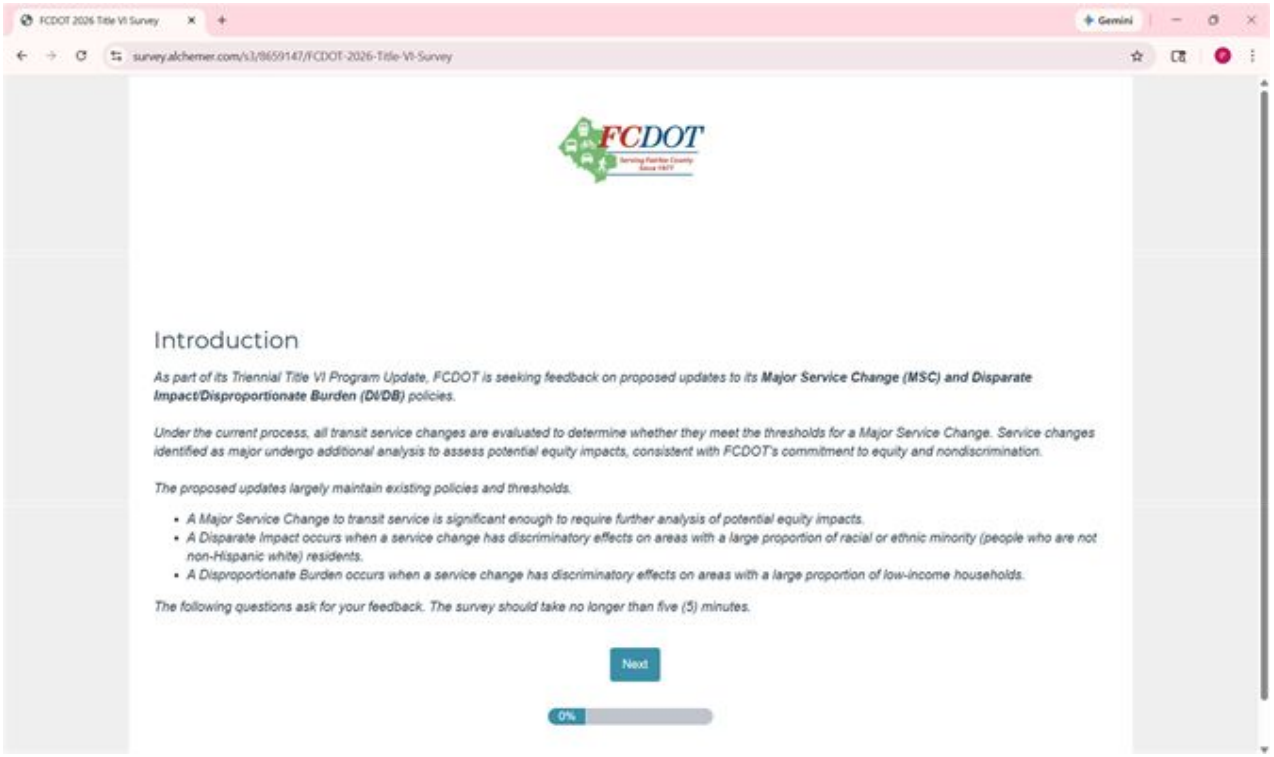
Figure 30: February 24, 2026, Press Release



Online Survey

To solicit feedback on the proposed policies, FCDOT offered an online survey in nine different languages: English, Spanish, Korean, Amharic, Arabic, Cantonese, Simplified Chinese, Urdu, and Vietnamese. The survey questions were identical across all languages. The survey described FCDOT's current Major Service Change and Disparate Impact/Disproportionate Burden policies and asked respondents to provide feedback through multiple-choice and open-ended questions. The survey also described FCDOT's methodology for evaluating impacts of multiple coordinated service changes and invited additional input through open-ended responses. **Figure 31** is a screenshot of the first page of the survey. The survey questions are included in **Appendices** Section E.

Figure 31: Screenshot of First Page of FCDOT Title VI Policy Survey



SUMMARY OF SURVEY RESULTS

FCDOT received 25 responses to the online survey. Overall, respondents were generally supportive of the County's Major Service Change policy. Seventy-one percent agreed with the existing 25 percent threshold for changes to revenue hours and the 25 percent threshold for changes to revenue miles.[27] Comments on the Major Service Change were mixed, but most did not suggest changes to the core methodology. One respondent suggested that any change in hours of operation greater than 15 minutes should be treated as a major service change.

Survey responses regarding FCDOT's ten percent thresholds for Disparate Impacts and Disproportionate Burdens were more mixed. Respondents were asked to comment on the current policy for both service reductions and service additions, based on the distribution of minority and low-income populations in Fairfax County. Comments included suggestions to increase the Disparate Impact threshold to 25 percent, clarify the definition of minority populations to explicitly include people from El Salvador, Mexico, Guatemala, and Honduras, and expand the definition of populations served by a route to include riders making transfers to that route.

Respondents generally agreed with the policy for coordinated service changes. However, several comments recommended that Fairfax Connector provide greater transparency on population data associated with proposed service changes, more fully consider other transportation options available in the area, and strengthen mitigation measures to better reflect community needs.

Additional comments emphasized the importance of balancing equity with service effectiveness. One respondent stated that service should be distributed equitably but that additions in non-low-income or non-

[27] A large share of incomplete/partial/blank responses were received for these questions. However, percentage of blank responses is not considered in this analysis. Percentages accounting for blank responses are included in Appendix E

minority areas should not necessarily be limited, particularly where routes serve high-density or high-need areas. Another respondent recommended closer coordination between service planning and land use planning, noting the importance of expanding access to high-opportunity neighborhoods. Detailed survey results are provided in **Appendices** Section E.

Stakeholder Discussions

FCDOT conducted two virtual stakeholder discussions with community-based organizations to gather feedback directly from stakeholders representing minority, low-income, and limited English proficient populations. Approximately 90 organizations were invited to participate and representatives from 12 organizations attended the meetings. **Table 34** summarizes the meeting logistics and participating organizations.

Each discussion included a 45-60 minute presentation describing FCDOT's Title VI Program update process and reviewing the Major Service Change, Disparate Impact, and Disproportionate Burden policies, including how they would be applied in practice. The moderator paused at key points throughout the presentation to invite discussion and comments, and the remaining portion of each 90-minute session was dedicated to questions, feedback, and open discussion.

Table 34: Stakeholder Discussions – Logistics and Attendees

Date and Time	Location	Attendees
Wednesday, March 11, 2026 11:30 AM - 1:00 PM	Microsoft Teams Web Conference	Seven attendees: ■ Soraya Borja, Vice President of Community-Based Services at Second Story ■ Rob Rutland-Brown, Executive Director at Lorton Community Action Center ■ Anna Ricklin, Health in All Policies Manager at Fairfax County Health Department ■ Norma Lopez, Division Director at Human Services Mobility Management ■ Krystle Trammell, Family Partnership Specialist at Fairfax County Public Schools ■ Harmonie Taddeo, Executive Director at Western Fairfax Christian Ministries ■ Carolyn Amacher, Executive Director at Herndon-Reston FISH, Inc
Thursday, March 12, 2026 2:00 PM - 3:30 PM	Microsoft Teams Web Conference	Five attendees: ■ Eduardo Mantilla-Torres, Outreach and Enrollment Manager at Neighborhood Health ■ Maria Isabel Ballivian, Executive Director at ACCA Child Development Center ■ Megan Hansen, Senior Program Director at Shelter House, Inc ■ Rosemary Kendall, Neighbor School Readiness Team Facilitator at Office for Children, Fairfax County Dept. Family Services ■ Brenda Richardson, Executive Director at ServiceSource

SUMMARY OF STAKEHOLDER DISCUSSIONS

This section summarizes feedback received during the stakeholder discussion meetings. Complete responses from the stakeholder discussions are provided in **Appendices** Section D.

Through the presentations and discussions, participants gained a clearer understanding of how FCDOT developed the Major Service Change, Disparate Impact, and Disproportionate Burden policies and how those policies would be applied. Participants asked clarifying questions and shared perspectives on the recommended thresholds associated with each policy. Overall, participants were generally supportive of the proposed thresholds, although one participant suggested using a tiered approach to reflect varying levels of impact rather than relying on a single binary threshold for determining a major service change. Participants also expressed interest in updating the definition of minority populations to include Middle Eastern and North African communities when corresponding data become available.

Additional feedback focused on public engagement and broader service considerations. Participants recommended that FCDOT continue to partner with community-based organizations and hold in-person meetings to gather feedback on the impacts of major service changes. They also emphasized the importance of informing the public about service changes even when those changes do not meet the formal Major Service Change threshold. Broader comments addressed Fairfax Connector service issues and included discussion of onboard and bus stop safety, as well as suggestions for improving coordination of community meetings.

Public Comments Received via Email or US Postal Service

FCDOT received comments electronically via the online survey but did not receive any comments via email. FCDOT did not receive any comments via the US Postal Service.

Overall Responses Received

FCDOT developed an outreach strategy that included a web page with a pre-recorded presentation detailing the proposed policies, an online survey, and stakeholder discussions. The public was guided to the website through an intensive social media outreach strategy that utilized multiple platforms.

For the 2020 and 2023 Title VI Program updates, four individuals participated in the stakeholder discussions. In contrast, 12 individuals participated in the stakeholder discussions. FCDOT received 25 online survey responses for this update, compared with 111 responses in 2020 and 55 responses in 2023. Going forward, FCDOT will continue to explore strategies to improve the effectiveness of its outreach efforts.

3.5. Major Service Changes Implemented from FY 2023 to FY 2026

3.5.1. RELEVANT FAIRFAX COUNTY TITLE VI PROGRAM ELEMENTS

A service equity analysis may require the evaluation of as many as four items, depending on the nature of the route, the proposed changes to it, and the environment that it serves. The policies listed in this section are those contained in the County's previous Title VI Program, as approved by the Board of Supervisors in July 2023. The Board of Supervisors also approved the Disparate Impact (DI) and Disproportionate Burden (DB) definitions.

Under the previous Title VI Program:

- A **major service change** is defined as either an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified.
- A **disparate impact** occurs when the difference between minority riders and non-minority riders affected by a proposed fare or service change is 10 percent or greater.
- A **disproportionate burden** occurs when the difference between low-income riders and non-low-income riders affected by a proposed fare or service change is 10 percent or greater.

These policies were in effect when the equity analyses for the past three years were conducted.

3.5.2. SUMMARY OF MAJOR SERVICE CHANGES

The service changes proposed for implementation since the approval of Fairfax County's previous Title VI program in 2023 were reviewed as mandated in Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. Forty-five routes experienced a major service change in this time period. Of these changes, 11 involved the creation of a new route, 14 involved the elimination of a route, and 20 involved other changes, including changes to route alignments, frequency, span of service, or headway. These major service changes are described in **Table 35.**

Table 35: List of Major Service Changes, January 2024 to April 2025

Date of Change	Route	Proposed Service Change(s)	Percent Change in Revenue Hours	Percent Change in Revenue Miles
Jun 2024	310	Frequency and span of service adjustments. New service to the multi-modal facility on Old Keene Mill Road. Weekday span reduced by 14 minutes. Saturday span reduced by 12 minutes and frequency adjusted from 40-50 minutes to 30 minutes. Sunday span increased by 35 minutes and frequency adjusted to 60 minutes.	-1.9% (Saturday) -27.0% (Sunday)	28.4% (Saturday) -10.2% (Sunday)
Jun 2024	423	Alignment and level of service adjustments.	-28.7%	-6.7%
Jun 2024	424	Elimination of route.	-100.0%	-100.0%
Jun 2024	427	New Route 427 operating between North Tysons and Spring Hill Metrorail Station.	100.0%	100%
Jun 2024	432	Alignment and level of service adjustments.	120.5%	78.3%
Jun 2024	463	Alignment and level of service adjustment.	62.8% (Saturday)	62.9% (Saturday)
Jun 2024	466	Elimination of route.	-100.0%	-100.0%
Jun 2024	621	Elimination of route.	-100.0%	-100.0%
Jun 2024	622	Alignment and level of service adjustments.	-6.7% (Weekday) 100.0% (Saturday) 100.0% (Sunday)	-44.3% (Weekday) 100% (Saturday) 100.0% (Sunday)
Jun 2024	623	Elimination of route.	-100.0%	-100.0%

Date of Change	Route	Proposed Service Change(s)	Percent Change in Revenue Hours	Percent Change in Revenue Miles
Jun 2024	624	Elimination of route.	-100.0%	-100.0%
Jun 2024	625	New Route 625 operating between Random Hills and Pender Drive.	100.0%	100.0%
Jun 2024	630	Alignment and level of service adjustments.	159.0%	134.7%
Jun 2024	631	Elimination of route.	-100.0%	-100.0%
Jun 2024	632	Elimination of route.	-100.0%	-100.0%
Jun 2024	634	Elimination of route.	-100.0%	-100.0%
Jun 2024	640	Elimination of route.	-100.0%	-100.0%
Jun 2024	641	Elimination of route.	-100.0%	-100.0%
Jun 2024	642	Realignments and level of service adjustments.	100.0% (Saturday) 100.0% (Sunday)	100.0% (Saturday) 100.0% (Sunday)
Jun 2024	650	Elimination of route.	-100.0%	-100.0%
Jun 2024	651	Alignment and level of service adjustments.	94.9% (Weekday) 100.0% (Saturday) 100.0% (Sunday)	111.8% (Weekday) 100.0% (Saturday) 100.0% (Sunday)
Jun 2024	652	Elimination of route.	-100.0%	-100.0%
Jun 2024	662	New Route 662 operating between Centreville Stone Road Park-and-Ride Lot and Vienna Metrorail Station.	100.0%	100%
Jun 2024	663	New Route 663 operating between Stringfellow, Monument, and Vienna Metrorail Station.	100.0%	100.0%
Jun 2024	671	New Route 671 operating between Chantilly and Dunn Loring Metrorail Station.	100.0%	100.0%
Jun 2024	672	New Route 672 operating between Chantilly, Vienna Metrorail Station, and Dunn Loring Metrorail Station.	100.0%	100.0%
Jun 2024	698	Alignment and level of service adjustments.	106.5%	156.2%
Jun 2024	724	Elimination of route.	-100.0%	-100.0%
Sep 2024	798	New Route 798 operating between Tysons and Bethesda.	100.0%	100.0%
Sep 2024	371	Routes 371, 372, and 373 merged into a realigned Route 371, operating between Lorton and the Franconia- Springfield Metrorail Station.	210.0%	244.0%
Sep 2024	372	See above	-100.0%	-100.0%
Sep 2024	373	See above	100.0%	-100.0%
Sep 2024	494	Alignment, frequency, span of service adjustments. Route shortened on northern and southern ends. Frequency between Franconia and Tysons adjusted from 25 minutes to 15 minutes.	-1.0%	27.0%
Sep 2024	558	Route 558 split to create new Route 559, operating between Wiehle Reston East Metro and Reston Town Center Transit Station. Route 558 will operate between Center Harbor and the Wiehle Metrorail Station.	-57.0%	-43.0%
Sep 2024	559	See above	100.0%	100.0%
Sep 2024	598	New route operating between Reston South Park-and-Ride Lot, the Pentagon, and Crystal City.	100.0%	100.0%

Date of Change	Route	Proposed Service Change(s)	Percent Change in Revenue Hours	Percent Change in Revenue Miles
Jan 2025	351	Alignment and span of service adjustments due to gate closures on Metro Access Drive. Routes shifted to Metropolitan Center Drive, Loisdale Road, and Spring Mall Drive. Morning span for Route 351 adjusted by six minutes and afternoon span adjusted by 17 minutes. Frequencies of 20-25 minutes during rush hour. Afternoon span for Route 352 adjusted by three minutes. Frequencies of 20-25 minutes during non-rush hour.	-3.9%	43.4%
Jan 2025	352	See above	0.9%	44.0%
Jan 2025	610	New Route 610 operating between George Mason University (GMU), and Centreville along Highway 29, stopping at the Fairfax County Government Center.	100.0%	100.0%
Jan 2025	670	New route operating between Chantilly and the Franconia Metrorail Station stopping at the Monument Commuter Parking Garage and Vienna Metrorail Station.	100.0%	100.0%
Jan 2025	921	Frequency and span of service adjustments. Mid-day frequency adjusted to 30-40 minutes. Weekday span adjusted by three minutes and weekend span adjusted by five minutes in the morning and eight minutes in the afternoon.	-0.4%	15.1%
May 2025	352	Frequency and span of service adjustments. Span adjusted by 12 minutes. Off-peak frequency adjusted from 20 to 25 minutes.	-35.2%	-35.7%
May 2025	599	Elimination of route.	-100.0%	-100.0%
May 2025	642	Frequency adjustment. Weekday peak frequency adjusted from 30 minutes to 60-75 minutes.	-27.9%	-31.8%
May 2025	652	New route operating between Chantilly and Stringfellow Park-And-Ride Lot.	100.0%	100.0%

3.5.3. SUMMARY OF ANALYSIS RESULTS

From among the major service changes listed in **Table 35**, changes meeting the threshold of adverse effect were analyzed for disparate impact or disproportionate burden. **Table 36** and **Table 37** list the findings of disparate impact and disproportionate burden analyses, respectively, for the remainder of service changes using the 10 percent threshold that the Board of Supervisors set in the County's 2023 Title VI Program.

All routes with major service changes implemented in June 2024 were classified as potential adverse effect. Disparate impact and disproportionate burden analyses were conducted at the census block group level. Any block group within one-quarter mile of a stop meeting the adverse effect criteria, including added or removed service, frequency change, or span of service change was evaluated for a disparate impact or disproportionate burden by comparing the block group's percentages of minority population and low-income households to the Fairfax County percentages.[28] None of the major service changes constituted a disparate impact or disproportionate burden based on the block group analysis.

All major service changes implemented in September 2024 met the adverse effect threshold and were therefore evaluated for disparate impact or disproportionate burden. The service equity analyses determined that the proposed elimination of Routes 372 and 373 and the addition of new Route 559 would result in a disparate impact. Consistent with the Title VI Circular, a substantial legitimate justification was identified for both the route eliminations and the service addition. Routes 372 and 373 are replaced by Route 371, which provides all-day service, representing a higher level of service than the current peak period service on Route 372 and 373.

[28] Data from the 2017-2021 American Community Survey 5-year estimates.

The disparate impact for Route 559 is associated with the addition of service and reflects that Route 559 maintains service to the segment removed from current Route 558 at the same level of service.

Of the major service changes implemented in January 2025, Routes 610, 670, and 921 met the adverse effect threshold and were subject to evaluation for disparate impact or disproportionate burden. The service equity analysis determined that none of these implemented changes constitutes a disparate impact or disproportionate burden.

Of the major service changes implemented in May 2025, Routes 599, 642, and 652 met the adverse effect threshold and were subject to evaluation for disparate impact or disproportionate burden. The service equity analysis determined that none of these implemented changes constitutes a disparate impact or disproportionate burden.

Table 36: Summary of FCDOT Service Equity Analyses: Disparate Impact

Date of Service Change	Routes Affected	Add/Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent (A)	Service Area Minority Population Percent (B)	Difference (A-B or B-A)	Threshold	Threshold Exceeded?
September 2024	371	Add	24,002	16,083	67.0%	50.7%	16.3%	10%	No
September 2024	372	Replace	18,201	12,129	70.5%	50.7%	19.8%	10%	Yes
September 2024	373	Replace	21,485	13,985	65.1%	50.7%	14.4%	10%	Yes
September 2024	494	Add	22,623	13,123	58.0%	50.7%	7.3%	10%	No
September 2024	558	Reduce	16,402	6,135	37.4%	50.7%	13.3%	10%	No
September 2024	559	Add	9,180	3,335	36.3%	50.7%	14.4%	10%	Yes
September 2024	598	Add	279,441	138,898	49.7%	50.7%	1.0%	10%	No
January 2025	610	Add	42,223	25,201	59.7%	50.7%	9%	10%	No
January 2025	670	Add	278,342	141,164	50.7%	50.7%	0.0%	10%	No
January 2025	921	Add	16,187	11,177	69.1%	50.7%	18.4%	10%	No
May 2025	599	Eliminate	218,797	105,840	48.4%	50.7%	2.3%	10%	No
May 2025	642	Reduce	19,929	11,922	59.8%	50.7%	9.1%	10%	No
May 2025	652	Add	14,801	8,627	58.3%	50.7%	7.6%	10%	No

Table 37: Summary of FCDOT Service Equity Analyses: Disproportionate Burden

Date of Service Change	Routes Affected	Add/Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent (A)	Service Area Low-Income Households Percent (B)	Difference (A-B)	Threshold	Threshold Exceeded?
September 2024	371	Add	8.188	1,897	23.2%	19.4%	-3.8%	10%	No
September 2024	372	Replace	5,715	1,331	23.3%	19.4%	3.9%	10%	No
September 2024	373	Replace	7,492	1,769	23.6%	19.4%	4.2%		No
September 2024	494	Add	9,633	2,089	21.7%	19.4%	-2.3%	10%	No
September 2024	558	Reduce	8,080	1,583	19.6%	19.4%	0.2%	10%	No
September 2024	559	Add	4,734	898	19.0%	19.4%	0.4%	10%	No
September 2024	598	Add	104,571	19.532	18.7%	19.4%	0.7%	10%	No
January 2025	610	Add	15,411	3701	24.0%	19.4%	-4.6%	10%	No
January 2025	670	Add	102,890	18,992	18.5%	19.4%	0.9%	10%	No
January 2025	921	Add	5,448	1,272	23.3%	19.4%	-3.9%	10%	No
May 2025	599	Eliminate	82,588	15,973	19.3%	19.4%	-0.1%	10%	No
May 2025	642	Reduce	6,871	1,886	27.5%	19.4%	8.0%	10%	No
May 2025	652	Add	4,941	824	16.7%	19.4%	2.7%	10%	No

3.5.4. CONCLUSION

Based on these results, FCDOT will retain the existing disparate impact and disproportionate burden policies, including the current thresholds and their application in practice. No substantive policy changes are proposed. To improve clarity and support consistent application, FCDOT will add the following language:

"For coordinated service changes where multiple route adjustments are implemented together, affected routes may be evaluated collectively to understand systemwide or community-level impacts. This may include evaluating combined changes along shared route segments or within the same census block groups to assess whether the cumulative effects of the proposed changes result in a disparate impact or disproportionate burden."

3.6. Major Fare Changes Implemented from FY 2023 to FY 2026

3.6.1. RELEVANT FAIRFAX COUNTY TITLE VI PROGRAM ELEMENTS

A fare equity analysis may require the evaluation of as many as four items, depending on the nature of the route, the proposed changes to it, and the environment that it serves. The policies listed in this section are those contained in the County's previous Title VI Program, as approved by the Board of Supervisors on July 25, 2023. The Disparate Impact and Disproportionate Burden definitions were approved by Board of Supervisors on July 11, 2023.

Under the previous Title VI Program:

- A **disparate impact** occurs when the difference between minority riders and non-minority riders affected by a proposed fare or service change is 10 percent or greater.
- A **disproportionate burden** occurs when the difference between low-income riders and non-low-income riders affected by a proposed fare or service change is 10 percent or greater.

These policies were in place when the equity analyses over the last three years were completed.

3.6.2. SUMMARY OF MAJOR FARE CHANGES

The fare changes proposed for implementation since the approval of Fairfax County's previous Title VI program in 2023 were reviewed as mandated in the FTA Circular C4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. Two fare changes occurred during this period. The first expanded fare free service for all Connector routes to all children ages 12 and younger when accompanied by a paying adult, without a limit on the number of children. The Connector administers existing fare reduction programs such as the free student bus, the reduced fare program for seniors and passengers with disabilities, and free transfers to and from the Washington Metropolitan Area Transit Authority (WMATA) bus and rail. Leading up to this fare change, up to two children age four and younger were able to ride for free when accompanied by an adult paying full fare, while children five and older paid the full fare. To reduce the barriers to transit for minorities and low income households, the Board directed staff to submit a proposed amendment to the Connector fare policy to continue existing free fare programs while expanding the free fare program to children 12 and younger, accompanied by a paying adult.

The second fare change was a fare increase of 12.5 percent, from $2.00 to $2.25 for local buses and from $4.25 to $4.80 for express bus service, across the Connector system. For seniors, the local bus fare would increase from $1.00 to $1.10, and express bus fares would increase from $2.20 to $2.40. For the Connector circulator services (Routes 350, 423, and 427), fares would increase from 50 cents to 55 cents. For the Connector circulator routes that were currently fare free, the fare would not change. This change was implemented to match

WMATA's regional fare increases, in keeping with the Board's past policy of matching regional fare changes. The major proposed fare changes are summarized in **Table 38**.

Table 38: Major Proposed Fare Changes, April 2023

Fare Product	Fare Change
Bus fares for children ages 5-12	Eliminate cost from $2.00 to free
Bus fares on all Connector routes	Increase fares by 12.5 percent - Local buses: $2.00 to $2:25 - Express buses: $4.25 to $4.80 - Circulator routes: $0.50 to $0.55 - Free Circulator routes: Remain fare free

3.6.3. SUMMARY OF ANALYSIS RESULTS

FCDOT staff conducted a Title VI Fare Equity Analysis, as required by the FTA Circular 4702.1B. The analysis found that the proposed fare policy changes would not result in a disparate impact on minority riders or a disproportionate burden on low-income households. Eliminating fares for children ages 5-12 would improve affordability for Connector riders and the communities served. The Connector recognizes that the fare increases can exacerbate existing inequities and restrict access to vital opportunities for County residents, including employment and education. To mitigate potential burdens on low-income riders, the County offers programs and services that provide free and reduced fares. The analysis further emphasized the importance of identifying and enrolling eligible riders in available reduced-fare programs, including the Transit Ridership Incentive Program (TRIP), Seniors and People with Disabilities, and the Student Bus Pass Program.

3.6.4. CONCLUSION

Based on these results, FCDOT will retain existing language of the disparate impact and disproportionate burden policies including the current thresholds and their application in practice. No substantive policy changes are proposed. To improve clarity and support consistent application, FCDOT will add the following language:

"For coordinated service changes where multiple route adjustments are implemented together, affected routes may be evaluated collectively to understand systemwide or community-level impacts. This may include evaluating combined changes along shared route segments or within the same census block groups to assess whether the cumulative effects of the proposed changes result in a disparate impact or disproportionate burden."

Board Agenda Item
July 14, 2026

ACTION – 6

Approval of an Assessment of Stream Response to Stream Restoration in Paul Spring Branch, Fairfax, VA (Mount Vernon District)

ISSUE:
Board of Supervisors authorization is requested for Fairfax County to enter into the Joint Funding Agreement (JFA) with the United States Geological Survey (USGS) to assess reach- and watershed-scale responses to the planned restoration of Paul Spring Branch. The total length of the proposed project is approximately 12,000 linear feet. The upstream extent is Mason Hill Drive and continues down to Collingwood Road. Monitoring would be performed in Kirk Park, adjacent to Paul Springs Stream Valley Park.

Monitoring and scientific evaluation are needed to:
1. Inform design and implementation of restoration efforts,
2. Assess progress towards the objectives of the restoration project, and
3. Inform future stormwater management and stream restoration efforts locally and beyond.

RECOMMENDATION:
The County Executive recommends the Board authorize a one-year JFA between the County and the USGS in the amount of $230,000. In future years, it is anticipated that funding for this study will be aligned with the ongoing County-wide monitoring network.

TIMING:
Board action is requested on July 14, 2026, to ensure monitoring goals align with existing programs.

BACKGROUND:
Water quality Best Management Practices (BMPs), such as stream restorations, green stormwater infrastructure, and facility retrofits, are designed and constructed to reduce excess runoff and pollution reaching the receiving waters that drain into the Potomac River, and eventually, the Chesapeake Bay. BMPs have been employed and constructed throughout the County over the past several decades and will continue to be implemented as part of the County's stormwater management efforts, under state and federal mandates, to reduce flooding and improve aquatic resources. The County

invests over $20 million in watershed improvement projects annually. Long-term monitoring to evaluate BMP effectiveness on the watershed scale is critical from both regulatory compliance and watershed planning perspectives.

Paul Spring Branch, a tributary of Little Hunting Creek, has degraded significantly due to decades of watershed urbanization. Fairfax County plans to restore approximately 12,000 feet of Paul Spring Branch, the North Fork of Little Hunting Creek, selected tributaries, and stormwater outfalls and floodplains within the stream valley. The restoration aims to reestablish a stable, ecologically functional stream system by improving channel stability and floodplain connectivity, enhancing riparian and wetland habitats, supporting biogeochemical processing, and adapting the stream's form to current and future watershed hydrology.

This monitoring effort has been designed to complement the County-wide water resources monitoring program that has been cooperatively operated by USGS and the Department of Public Works and Environmental Services for nearly 20 years.

The intent of the proposed effort is to collect and evaluate hydrologic, geomorphic, and water-quality data to inform and assess the Paul Spring Branch Stream Restoration project. Specifically, the objectives of this effort are to:

1. Quantify hydrologic responses to stream restoration, with particular focus on floodplain inundation;
2. Quantify the effects of stream restoration on sediment transport; and
3. Quantify change in the relative contribution of upland, streambank, and floodplain sediment sources in response to stream restoration.

Building upon an existing (2008) monitoring location upstream on Paul Spring Branch, this proposal would provide a more detailed record to analyze hydrologic responses to restoration and to compute sediment load, allowing for direct comparison between pre- and post-restoration conditions.

EQUITY IMPACT:
None.

FISCAL IMPACT:
Funding is available to award this JFA in Project 2G25-006-000, Stormwater Regulatory Program, Fund 40100, Stormwater Services.

Funding for this project will be provided on a cost-share basis by the USGS and the County. Start-up costs, instrumentation procurement and station installation will be

provided by the USGS. The Fairfax County contribution for FY 2027 will be $230,000. A breakdown of these costs can be found in Attachment 1. Funds will be allocated quarterly in FY 2027 over the one-year JFA term as noted above and in Attachment 1.

ENCLOSED DOCUMENTS:
Attachment 1 - USGS Proposal - Assessment of Stream Response to Restoration in Paul Spring Branch, Fairfax, VA
Attachment 2 - FY 2027 USGS Joint Funding Agreement

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Codding, Deputy Director, DPWES, Water Resources and Infrastructure
Joni Calmbacher, Director, Stormwater Planning, Water Resources and Infrastructure

ASSIGNED COUNSEL:
Marc Gori, County Attorney

Assessment of Stream Response to Restoration in Paul Spring Branch, Fairfax, VA

Virginia and West Virginia Water Science Center

This proposal details a multi-year plan to assess reach- and watershed-scale responses to the planned restoration of Paul Spring Branch. This multi-year plan is expected to be pursued through a series of agreements of differing duration, beginning with a 1-year agreement to support the initiation of the planned activities, followed by a 5-year agreement to support ongoing operation and maintenance, which will align with and combine this effort with the ongoing county-wide monitoring network. This approach is being taken to improve efficiency through the reduction of administrative burdens.

Paul Spring Branch, a tributary of Little Hunting Creek, in Fairfax County, Virginia has degraded significantly due to decades of watershed urbanization. Unmitigated hydrologic alteration – the result of land development – has led to channel widening, channel migration, and floodplain disconnection. These impacts have accelerated erosion, caused property damage and loss, and limited the ecosystem services typically provided by streams and their floodplains. The need for stream restoration along Paul Spring Branch was identified in the Little Hunting Creek Watershed Management Plan, with the primary objective of improving water quality (Fairfax County, 2004). Fairfax County plans to restore approximately 12,000 feet of Paul Spring Branch, the North Fork of Little Hunting Creek, selected tributaries, as well as stormwater outfalls and floodplains within the stream valley. The restoration aims to reestablish a stable, ecologically functional stream system by improving channel stability and floodplain connectivity, enhancing riparian and wetland habitats, supporting biogeochemical processing, and adapting the stream's form to current and future watershed hydrology.

Sound monitoring and scientific evaluation are needed to a) inform design and implementation of restoration efforts, b) assess progress towards the objectives of the restoration project, and c) inform future stormwater management and stream restoration efforts locally and beyond. This document describes monitoring and scientific evaluation that the project needs, and for which the U.S. Geological Survey (USGS) has world renown expertise and resources. The effort proposed herein augments the highly successful county-wide water resources monitoring program that has been cooperatively operated by USGS and DPWES for nearly 20 years.

Objectives

The intent of the proposed effort is to collect and evaluate hydrologic, geomorphic, and water-quality data to inform and assess the Paul Spring Branch Stream Restoration project. Specifically, the objectives of this effort are to:

1. Quantify hydrologic responses to stream restoration, with particular focus on floodplain inundation;
2. Quantify the effects of stream restoration on sediment transport; and
3. Quantify change in the relative contribution of upland, streambank, and floodplain sediment sources in response to stream restoration.

Approach

The proposed approach builds on the existing foundation of monitoring occurring on Paul Spring Branch as part of the cooperative county-wide monitoring program operated by USGS and DPWES. Under the

county-wide program, a monitoring station (USGS ID: 01653717) has been operated on Paul Spring Branch approximately 1km above its confluence with North Branch Little Hunting Creek since 2008 (Fig. 1). Data collection activities at this monitoring station include monthly nutrient and sediment sampling, a monthly measurement of water level, and annual benthic macroinvertebrate surveys. Additionally, from May 2009 through October 2024 continuous (15-minute) measures of water level were collected. Data collection will be expanded to include monitoring elements used at various USGS intensive monitoring stations in Fairfax County (e.g., Dead Run, Flatlick Branch, Long Branch at Olley Lane), as described below.

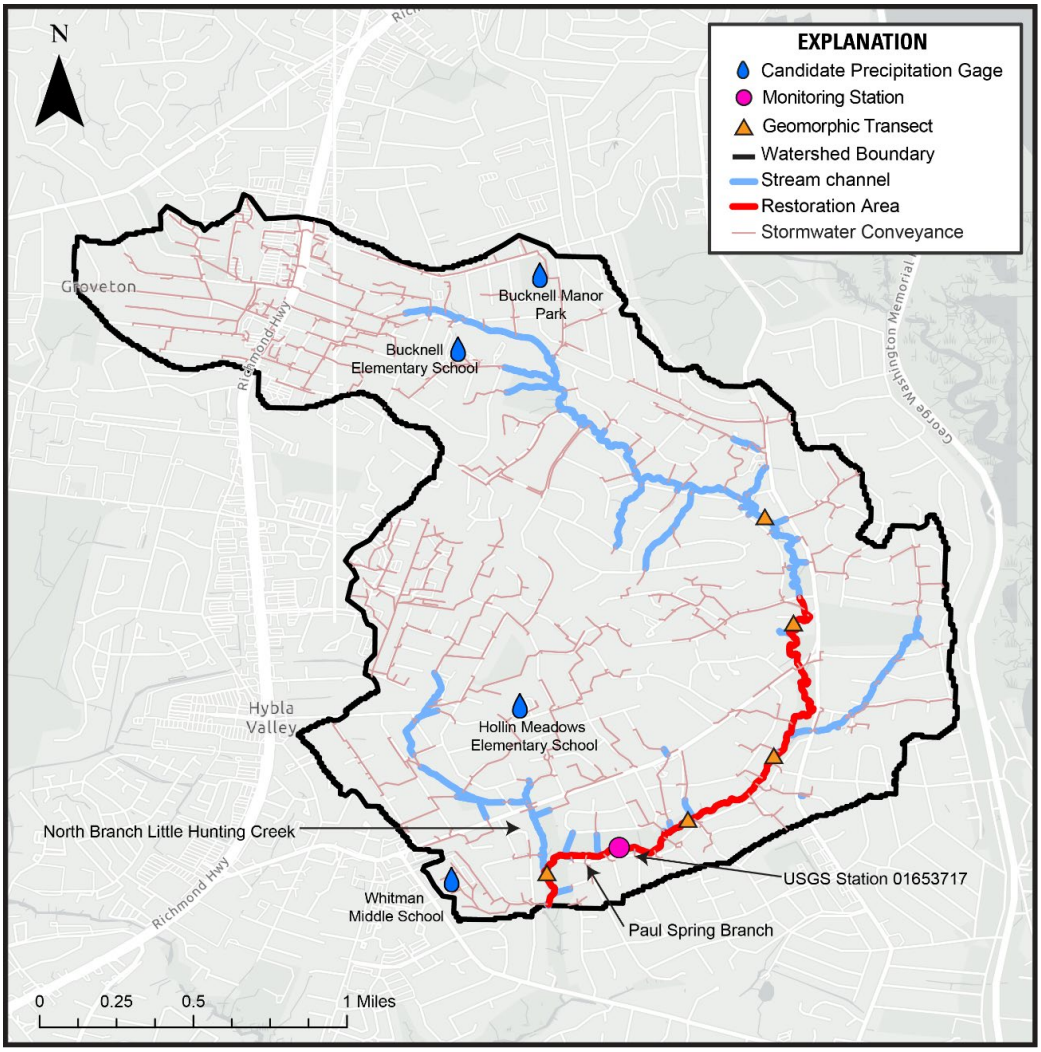


Figure 1. Map of Paul Spring Branch and current and proposed monitoring stations. The current monitoring station (USGS station 01653717) may be moved to accommodate operation of the streamgage and continuous monitor. The location of geomorphic transects are provided as examples for the purpose of describing the approach. Actual transect locations have not yet been selected.

Expanded Hydrologic Monitoring and Analysis

Additional hydrologic monitoring in Paul Spring Branch, including a continuous record streamgage and a precipitation gage, is required to support detailed analysis of hydrologic responses to restoration and to compute sediment load. Streamflow is foundational to the assessment of sediment transport as hydrologic variability is a primary driver of loading; thus, accurate streamflow monitoring is required. Analyses to be pursued include baseflow separations to quantify the portions of streamflow that occur as baseflow

(groundwater) or stormflow/runoff, evaluations of rainfall/runoff patterns, and evaluations of peak flow magnitudes, duration, and recurrence frequency. Some analyses, such as statistical analyses of change over time (trends) and recurrence frequency require many years of data – such analyses are dependent on the monitoring program being supported for sufficient time (typically 10+ years). Hydrologic data and analyses will be used to support interpretation of water quality and ecological patterns observed in other components of the proposed monitoring program.

A streamgage will be installed and operated at a location to be determined through consultation between USGS and DPWES. This streamgage will be used to investigate changes in streamflow characteristics such as the frequency, duration, volume, and magnitude of stormflows expected to result from the proposed watershed management implementations.



Figure 2. Photograph of a gage house with data logger, telemetry equipment, and automatic sampler.

The streamgage will consist of a water-level sensor, datalogger and satellite telemetry unit, and a solar-charged DC power supply. This instrumentation will be housed in a streamside enclosure, commonly referred to as a "gage house," such as that shown in Figure 2. Continuous data will be publicly served on the USGS National Water Information System web interface (NWIS; waterdata.usgs.gov) within 1-hour of collection. Streamflow will be measured according to published USGS methods for the operation of streamgages (Sauer and others, 2010; Turnipseed and others, 2010). Generally, this includes continuous (5-minute interval) measurements of stage (water level) coupled with periodic manual measurements of streamflow to generate a streamflow rating curve that permits computation of a continuous streamflow time series.

A **precipitation gage** will be installed and operated at a location to be determined through consultation between USGS and DPWES – likely at or near a streamgage, park, or school facility. Candidate locations are identified in Figure 1. This gage will collect 5-minute interval measurements of rainfall. The data collected at the precipitation gage will be critical to understanding change in streamflow characteristics, both by controlling for annual climatic variability, and allowing for the calculation of additional hydrologic metrics. Specifically, precipitation data will be integrated with streamflow records to conduct storm hydrograph separations, enabling a range of event-based analyses. These analyses offer insights into how precipitation and the contaminants it mobilizes travel through the watershed. This standalone gage will consist of a weighing type precipitation gage, datalogger and satellite telemetry unit, and a solar-charged DC power supply, with an appearance like the example in Figure 3. The precipitation gage will be sited and operated in accordance with USGS protocols to ensure data are of known quality. Data from this site will be served in near-realtime on NWIS and will be used to inform analyses of watershed hydrology.



Figure 3. Photograph of a precipitation monitoring station.

Five floodplain inundation monitoring stations will be established to assess change in the duration, frequency, and magnitude of floodplain inundation. Urban stream syndrome, the degradation of stream conditions due to upland development, results in stream channels that are deeply incised and disconnected from both the floodplain and water table. Stream restoration designs typically aim to reconnect the channel and floodplain to promote overbank flow during moderate to large storm events. This design facilitates reductions in peak flow and in-channel water velocity to promote nutrient and sediment attenuation, groundwater recharge, and geomorphic stability. Evaluation of floodplain inundation characteristics is key to assessing the success of restoration practices at achieving these goals.

Floodplain inundation monitoring sites will be co-located with streambank and floodplain monitoring transects and equipped with standalone non-realtime water-level recorders to measure stream water level at 5-minute intervals. Data from these instruments will be manually downloaded during scheduled site visits and the sites will be operated in accordance with all applicable USGS policies. These water-level data, along with similar data from the two streamgages, will be compared with repeated surveys of channel and floodplain elevations to compute inundation frequency, duration, and magnitude metrics.

Continuous Water-Quality Monitoring

A water-quality monitoring sonde will be installed and operated at the streamgaging location to measure turbidity (water clarity), pH, specific conductance, dissolved oxygen, and water temperature at 15-minute intervals and will be operated in accordance with published USGS methods (Wagner and others, 2006). These water-quality parameters will be served on NWIS approximately 1 hour after the data are collected. Continuous data are critical to understanding water-quality conditions in these highly dynamic urban streams, and when coupled with a surrogate modeling approach allow the computation of a continuous record of sediment concentration. In small flashy streams, the surrogate regression modeling approach provides a more accurate estimate of concentration during stormflow events than can be achieved by traditional approaches relying solely on discrete sample collection and a high-frequency record of streamflow. Use of these high-frequency records of concentration and streamflow in load computations results in load estimates with greatly reduced uncertainty (Jastram and others, 2010). For a comprehensive description of surrogate regression modeling methods used to compute sediment and nutrient loads in Fairfax County streams please see Porter and others (2020) and Jastram (2014).

Expanded Sediment, Nutrient, and Ion Monitoring and Analysis

Monthly sediment and nutrient sampling, collected since 2008 to support trend analysis, will continue. Storm-targeted sampling for sediment, nutrients, and ions will be added to support load calculations. Geomorphic measurements will be collected to compute an annual sediment budget. This expanded effort includes:

Load and Trend monitoring at the streamgage, supported through the continued manual collection of monthly sediment and nutrient samples, expanded collection of event-targeted sediment samples using an automated sampler, and manual collection of event-targeted nutrient and ion samples. Monthly samples are collected to inform evaluation of temporal patterns in nutrients and sediment, and long-term trends. These samples are collected as part of the monthly sampling schedule for the existing monitoring network, which are collected jointly with a Fairfax County sampling team. Additionally, suspended sediment samples will be collected from approximately 5-10 targeted stormflow events annually, and delivered to the laboratory by Fairfax County staff. Automated collection of suspended sediment samples enables the capture of a broader

range of concentrations across varying hydrologic conditions, supporting more rapid and robust model development than manual sampling alone. Event-targeted nutrient samples will be manually collected by USGS during up to 5 storm events per year. Likewise, USGS staff will manually collect up to 5 ion samples each winter following road salt applications. Collection of nutrient samples during elevated flows, and ion samples during salt loading events, is critical to developing surrogate models to estimate constituent loads. Development of nutrient and ion models is expected to take longer (~5 years) than for suspended sediment (2-3 years), due to the smaller number of samples collected annually and the greater difficulty in capturing the full range of hydrologic conditions using manual collection methods. Suspended sediment analyses will be provided by the USGS Kentucky Sediment Lab, nutrient analysis by the Noman M. Cole Water Recycling Facility, and ion samples by the USGS National Water Quality Laboratory.

Biannual streambank sediment flux monitoring to quantify the mass and volume of sediment eroded from streambanks. Given the importance of bank erosion on sediment transport – Cashman and others (2018) reported greater than 90% of suspended sediments were derived from bank erosion in the nearby Difficult Run watershed – accurate quantification of bank erosion and depositional processes are key to assessing sediment transport in the Paul Spring Branch watershed. Five representative channel cross-sections will be instrumented with rebar pins to measure erosion and deposition. Each cross-section will include three vertically distributed pins on both the left and right banks, totaling six pins per transect. Pins will be measured at installation and remeasured biannually to calculate rates of exposure or burial. This study element will complement the identical approach currently employed in the Accotink Creek watershed.

Annual floodplain sediment flux monitoring to quantify the mass and volume of sediment deposited on or eroded from floodplains. In streams suffering from the urban stream syndrome, channels typically become incised and disconnected from the floodplain. Well-connected floodplains, typical of minimally disturbed streams, help reduce downstream sediment transport by slowing stream velocity during overbank flows, thereby promoting sediment retention. Monitoring will involve installing transects of rebar pins across the floodplain, co-located with streambank erosion sites. These transects will extend from the channel edge to the toe slope, marking the transition from floodplain to upland. Each pin will protrude approximately 6 in. from the ground surface, be painted a bright color, capped with an orange safety cap, and signage will be installed to enhance visibility and safety at each study location. Pins will be measured at the time of installation and remeasured annually to determine the rate of change in sediment volume and mass either deposited in or eroded from the floodplain. Measurements of bank floodplain deposition and/or erosion will be used in conjunction with estimates of the annual sediment load, streambank erosion, and modeled upland erosion (USDA-ARS; 2013), to compute a sediment budget.

Deliverables

The deliverables for the first term of the proposed program are the data products described above. Progress will be documented in quarterly progress reports and periodic updates of study status and preliminary findings will be provided during USGS-Fairfax County quarterly science meetings, as needed. This proposal does not include a data analysis and reporting effort within the first term. It is anticipated that the proposed effort will continue for additional terms during which analysis and reporting will be provided at additional cost.

Timeline

The timeline for this proposed effort is contingent on the signing of a Joint Funding Agreement effective July 1, 2026. Following the initiation of this agreement, efforts will be devoted to instrument acquisition, obtaining site permissions, and installing sensors. Data collection for all study elements will begin within three months of study initiation, with a goal of data collection starting no later than October 1, 2026. This schedule aligns with the Fairfax County fiscal year (FY), defined as July 1 through June 30.

Funding and In-Kind Support

Accomplishment of the objectives of this effort is dependent on both in-kind and funding support from DPWES. Direct assistance from DPWES staff will be required for tasks including and related to securing permissions for site installations and assistance with collection of water-quality samples. Additionally, this effort has been designed to operate in conjunction with the ongoing county-wide monitoring program and therefore has multiple dependencies on the continued operation of that program.

Funding for this study will cover one year (FY 2027), with the goal of incorporating it into the existing county-wide program upon renegotiation of that Joint Funding Agreement for the next five-year funding cycle (FY 2028–2032). The funding required to initiate this effort includes start-up costs – including instrumentation procurement and station installation – as well as one year of operation and maintenance (O&M). USGS will purchase up to $70,000 worth of instrumentation to initiate the study. Monitoring costs (Table 1) are reduced by $28,000 for selected elements that will be operated for approximately 75% of FY 2027. However, certain project elements are event-based and occur on one or a limited number of days per year; because these activities will still be completed in full during the initial year, they are included at the total annual cost.

Table 1. Study initiation and monitoring costs for Fairfax County fiscal year 2027.

	2027
Study Startup	$100,000
Monitoring	$228,000
Total	*$328,000*
USGS contribution	($70,000)
Partial year of monitoring	($28,000)
Fairfax County contribution	**$230,000**

Table 2. Itemized budget for proposed study elements.

Item	Annual Cost
Stage-Discharge Streamgage - *includes technician salary, travel, and equipment/supplies for the operation and maintenance of a continuous-record streamgage in accordance with USGS protocols. Tasks include scheduled maintenance and measurement visits (approx. every 8 weeks), unscheduled visits for stormflow measurements, surveying for datum maintenance and indirect peak flow measurements, maintenance of real-time data relay, and streamflow record computation. Deliverable is continuous (5-minute interval) streamflow and water level data, and basic summary statistics, publicly available online in near real-time.*	$21,200
Continuous Water Quality Monitor - *includes technician salary, travel, and equipment/supplies for the operation and maintenance of continuous-record 5-parameter water-quality monitor in accordance with USGS protocols. Tasks include scheduled maintenance visits (monthly), unscheduled visits for sensor fouling, maintenance of real-time data relay, and record computation. Deliverable is continuous (15-minute interval) temperature, dissolved oxygen, specific conductance, pH, and turbidity data, and basic summary statistics, publicly available online in near real-time. These data are required to support computation of sediment loads in these flashy urban streams.*	$50,800
Precipitation Gage - *includes technician salary, travel, and equipment/supplies for the operation and maintenance of continuous-record precipitation station in accordance with USGS protocols. Tasks include scheduled maintenance, unscheduled visits for sensor fouling, maintenance of real-time data relay, and record computation. Deliverable is continuous (15-minute interval) rainfall volume data and basic summary statistics, publicly available online in near real-time. These data are required to support computation of streamflow metrics such as runoff rates and other precipitation-streamflow relations.*	$6,300
Event-Targeted Sediment Sampling – *includes technician salary for data entry, laboratory analysis of suspended sediment samples. Annual deliverable is 15-30 storm event samples. Samples will be collected by automated sampler and retrieved by Fairfax County staff.*	$2,500
Event-Targeted Nutrient Sampling - *includes technician salary to collect water quality samples for nutrient analysis. These include total nitrogen, total phosphorus, and related subspecies. Analyses will be performed in-kind by the Fairfax County laboratory, or alternatively, by the USGS National Water Quality Laboratory at additional cost.*	$6,100
Event-Targeted Major Ion Sampling - *includes sample collection and laboratory costs for ion analyses. These include a suite of major ions (chloride, sodium, etc.). Analyses will be performed by the USGS National Water Quality Laboratory*	$14,800
Floodplain Inundation Monitors - *includes technician salary, travel, and equipment/supplies for the operation and maintenance of floodplain inundation stations in accordance with USGS protocols, and technician salary for data entry and records processing. Tasks include site visits every 8-weeks to download, and process logged data as well as annual surveying of channel and floodplain elevations. Deliverables include continuous (15-minute interval) water level data paired with annual stream/floodplain surveys to compute the frequency, magnitude, and duration of floodplain inundation.*	$25,500
Streambank Erosion Stations - *includes technician salary and travel for the manual collection of sediment samples, measurement of bank pins, and lab analyses for bulk density as well as technician salary for data entry. Tasks include initial installation of pins and survey of channel cross-sections, with subsequent pin measurements repeated biannually. Deliverables will include quantification of the rate and volume of bank erosion/deposition.*	$8,900

Item	Annual Cost
Floodplain Depositional Monitoring - *includes technician salary and travel for the manual collection of sediment samples, measurement of floodplain pins, and lab analyses for bulk density as well as technician salary for data entry. Tasks will include manual collection of sediment cores from floodplain monitoring stations and measurement of deposition/erosion at marker pins installed within floodplain along cross-sections spaced longitudinally throughout Paul Spring Branch. Deliverables will include rates of sedimentation (g/cm2/yr), annually.*	$8,900
Cross-sectional Surveys - *includes technician salary, travel, and equipment/supplies for surveys, technician salary to process and store survey data in the USGS database, and project chief salary to analyze data. Tasks will include a channel cross-sectional survey at 5 representative locations on Paul Spring Branch, co-located with floodplain and bank erosion transects. Surveys will be completed with a total station and referenced to datum with GNSS leveling. Each location will be resurveyed annually. Deliverables will include quantification of the change in channel geometry at each channel cross-section each year, and over the duration of the study. ^Includes startup costs (Out-year cost is $21,100 per year as of FY 2026 with inflationary increases as needed).*	$45,000^
Project Management, Analysis, and Website – *includes hydrologist salary to provide oversight, laboratory data review, conduct statistical analyses of data, communicate results to Fairfax County staff, and develop and maintain a project website.*	$38,000
Annual Total	**$228,000**

References

Cashman, M.J., Gellis, A., Sanisaca, L.G., Noe, G.B., Cogliandro, V., and Baker, A., 2018, Bank-derived material dominates fluvial sediment in a suburban Chesapeake Bay watershed: River Research and Applications, v. 34, no. 8, p. 1032–1044, https://doi.org/ 10.1002/ rra.3325

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Suggested citation: Porter, A.J., Webber, J.S., Witt, J.W., and Jastram, J.D., 2020, Spatial and temporal patterns in streamflow, water chemistry, and aquatic macroinvertebrates of selected streams in Fairfax County, Virginia, 2007–18: U.S. Geological Survey Scientific Investigations Report 2020–5061, 106 p., https://doi.org/10.3133/sir20205061

Sauer, V.B., and Turnipseed, D.P., 2010, Stage measurement at gaging stations: U.S. Geological Survey Techniques and Methods book 3, chap. A7, 45 p., http://pubs.usgs.gov/tm/tm3-a7/

Turnipseed, D.P., and Sauer, V.B., 2010, Discharge measurements at gaging stations: U.S. Geological Survey Techniques and Methods book 3, chap. A8, 87 p., http://pubs.usgs.gov/tm/tm3-a8/

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Contacts

Questions or comments, please contact:

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United States Department of the Interior

U.S. GEOLOGICAL SURVEY
VA/WV Water Science Center
1730 E. Parham Rd.
Richmond, VA 23228

May 18, 2026

Mr. Shannon Curtis

Fairfax County, VA
12000 Government Center Parkway Suite 449
Fairfax, VA 22035

Dear Shannon:

Enclosed is our standard joint-funding agreement 26LMJFAVA145 between the U.S. Geological Survey VA/WV Water Science Center and Fairfax County, VA for the ***Assessment of Stream Response to Restoration in Paul Spring Branch, Fairfax, VA*** during the period July 1, 2026, through June 30, 2027, in the amount of $230,000 from your agency. U.S. Geological Survey contributions for this agreement are $0 for a combined total of $230,000. Please sign and return the agreement to Paige Nossaman at pnossaman@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2026**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Aaron Porter at (804) 404-9094 Ext 106 or email aporter@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Paige Nossaman at phone number (304) 347-5130 Ext 230 or pnossaman@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Mark R. Bennett

Mark Bennett
Director

Enclosure
26LMJFAVA145

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000666
Agreement #: 26LMJFAVA145
Project #: LM009RO
TIN #: 54-0787833

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of July 1, 2026, by the U.S. GEOLOGICAL SURVEY, VA/WV Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Fairfax County, VA party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the Assessment of Stream Response to Restoration in Paul Spring Branch, Fairfax, VA, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $0 by the party of the first part during the period July 1, 2026 to June 30, 2027

(b) $230,000 by the party of the second part during the period July 1, 2026 to June 30, 2027

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000666
Agreement #: 26LMJFAVA145
Project #: LM009RO
TIN #: 54-0787833

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Aaron Porter
Physical Scientist
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Fax: (703) 802-5955
Email: Shannon.Curtis@fairfaxcounty.gov

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Customer Billing Point of Contact

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Fax: (n/a)
Email: Jennifer.miller2@fairfaxcounty.gov

U.S. Geological Survey
United States
Department of Interior

Signature

By_____
Name: Mark Bennett
Title: Director

Fairfax County, VA

Signatures

By_____ **Date:** _____
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Name:
Title:

Assessment of Stream Response to Restoration in Paul Spring Branch, Fairfax, VA

Virginia and West Virginia Water Science Center

This proposal details a multi-year plan to assess reach- and watershed-scale responses to the planned restoration of Paul Spring Branch. This multi-year plan is expected to be pursued through a series of agreements of differing duration, beginning with a 1-year agreement to support the initiation of the planned activities, followed by a 5-year agreement to support ongoing operation and maintenance, which will align with and combine this effort with the ongoing county-wide monitoring network. This approach is being taken to improve efficiency through the reduction of administrative burdens.

Paul Spring Branch, a tributary of Little Hunting Creek, in Fairfax County, Virginia has degraded significantly due to decades of watershed urbanization. Unmitigated hydrologic alteration – the result of land development – has led to channel widening, channel migration, and floodplain disconnection. These impacts have accelerated erosion, caused property damage and loss, and limited the ecosystem services typically provided by streams and their floodplains. The need for stream restoration along Paul Spring Branch was identified in the Little Hunting Creek Watershed Management Plan, with the primary objective of improving water quality (Fairfax County, 2004). Fairfax County plans to restore approximately 12,000 feet of Paul Spring Branch, the North Fork of Little Hunting Creek, selected tributaries, as well as stormwater outfalls and floodplains within the stream valley. The restoration aims to reestablish a stable, ecologically functional stream system by improving channel stability and floodplain connectivity, enhancing riparian and wetland habitats, supporting biogeochemical processing, and adapting the stream's form to current and future watershed hydrology.

Sound monitoring and scientific evaluation are needed to a) inform design and implementation of restoration efforts, b) assess progress towards the objectives of the restoration project, and c) inform future stormwater management and stream restoration efforts locally and beyond. This document describes monitoring and scientific evaluation that the project needs, and for which the U.S. Geological Survey (USGS) has world renown expertise and resources. The effort proposed herein augments the highly successful county-wide water resources monitoring program that has been cooperatively operated by USGS and DPWES for nearly 20 years.

Objectives

The intent of the proposed effort is to collect and evaluate hydrologic, geomorphic, and water-quality data to inform and assess the Paul Spring Branch Stream Restoration project. Specifically, the objectives of this effort are to:

1. Quantify hydrologic responses to stream restoration, with particular focus on floodplain inundation;
2. Quantify the effects of stream restoration on sediment transport; and
3. Quantify change in the relative contribution of upland, streambank, and floodplain sediment sources in response to stream restoration.

Approach

The proposed approach builds on the existing foundation of monitoring occurring on Paul Spring Branch as part of the cooperative county-wide monitoring program operated by USGS and DPWES. Under the

county-wide program, a monitoring station (USGS ID: 01653717) has been operated on Paul Spring Branch approximately 1km above its confluence with North Branch Little Hunting Creek since 2008 (Fig. 1). Data collection activities at this monitoring station include monthly nutrient and sediment sampling, a monthly measurement of water level, and annual benthic macroinvertebrate surveys. Additionally, from May 2009 through October 2024 continuous (15-minute) measures of water level were collected. Data collection will be expanded to include monitoring elements used at various USGS intensive monitoring stations in Fairfax County (e.g., Dead Run, Flatlick Branch, Long Branch at Olley Lane), as described below.

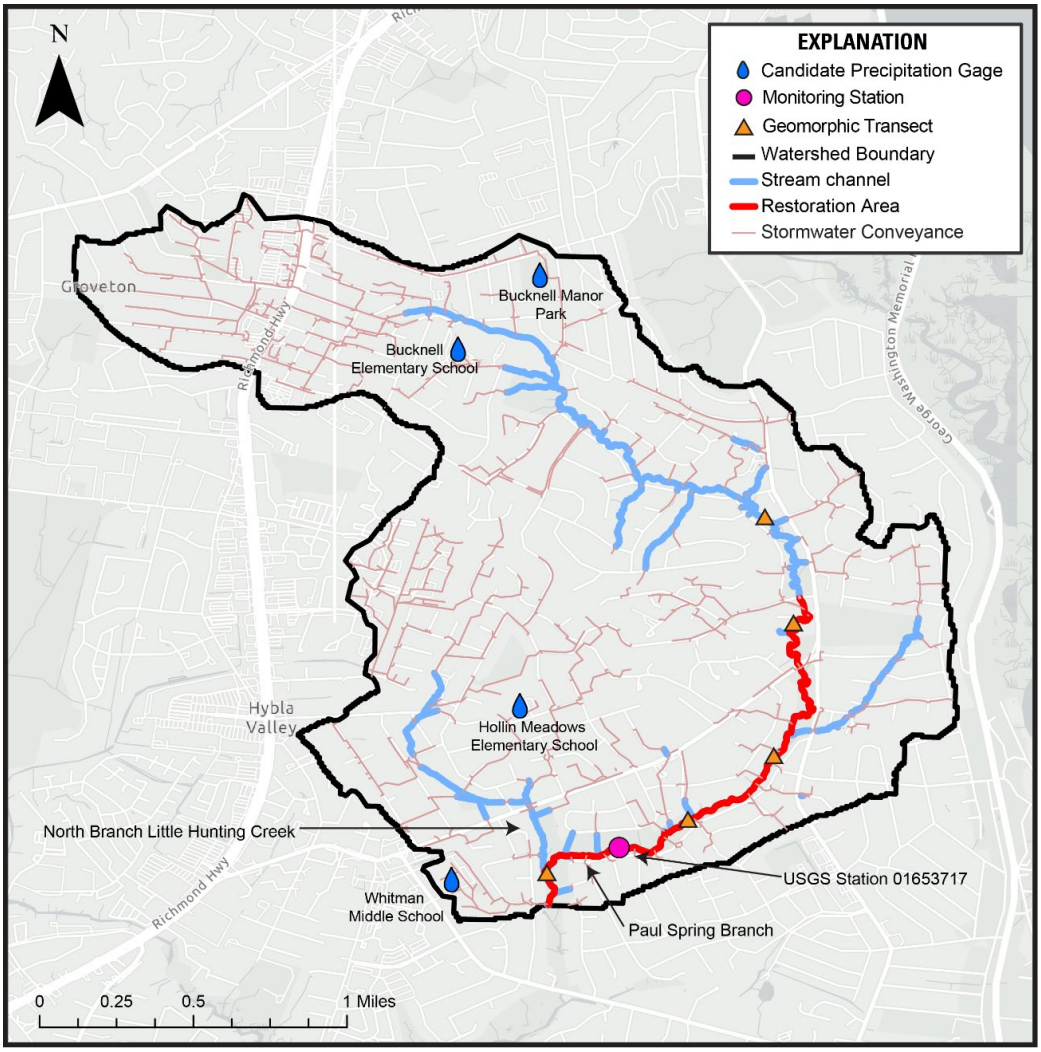

Figure 1. Map of Paul Spring Branch and current and proposed monitoring stations. The current monitoring station (USGS station 01653717) may be moved to accommodate operation of the streamgage and continuous monitor. The location of geomorphic transects are provided as examples for the purpose of describing the approach. Actual transect locations have not yet been selected.

Expanded Hydrologic Monitoring and Analysis

Additional hydrologic monitoring in Paul Spring Branch, including a continuous record streamgage and a precipitation gage, is required to support detailed analysis of hydrologic responses to restoration and to compute sediment load. Streamflow is foundational to the assessment of sediment transport as hydrologic variability is a primary driver of loading; thus, accurate streamflow monitoring is required. Analyses to be pursued include baseflow separations to quantify the portions of streamflow that occur as baseflow

(groundwater) or stormflow/runoff, evaluations of rainfall/runoff patterns, and evaluations of peak flow magnitudes, duration, and recurrence frequency. Some analyses, such as statistical analyses of change over time (trends) and recurrence frequency require many years of data – such analyses are dependent on the monitoring program being supported for sufficient time (typically 10+ years). Hydrologic data and analyses will be used to support interpretation of water quality and ecological patterns observed in other components of the proposed monitoring program.

A streamgage will be installed and operated at a location to be determined through consultation between USGS and DPWES. This streamgage will be used to investigate changes in streamflow characteristics such as the frequency, duration, volume, and magnitude of stormflows expected to result from the proposed watershed management implementations.



Figure 2. Photograph of a gage house with data logger, telemetry equipment, and automatic sampler.

The streamgage will consist of a water-level sensor, datalogger and satellite telemetry unit, and a solar-charged DC power supply. This instrumentation will be housed in a streamside enclosure, commonly referred to as a "gage house," such as that shown in Figure 2. Continuous data will be publicly served on the USGS National Water Information System web interface (NWIS; waterdata.usgs.gov) within 1-hour of collection. Streamflow will be measured according to published USGS methods for the operation of streamgages (Sauer and others, 2010; Turnipseed and others, 2010). Generally, this includes continuous (5-minute interval) measurements of stage (water level) coupled with periodic manual measurements of streamflow to generate a streamflow rating curve that permits computation of a continuous streamflow time series.

A **precipitation gage** will be installed and operated at a location to be determined through consultation between USGS and DPWES – likely at or near a streamgage, park, or school facility. Candidate locations are identified in Figure 1. This gage will collect 5-minute interval measurements of rainfall. The data collected at the precipitation gage will be critical to understanding change in streamflow characteristics, both by controlling for annual climatic variability, and allowing for the calculation of additional hydrologic metrics. Specifically, precipitation data will be integrated with streamflow records to conduct storm hydrograph separations, enabling a range of event-based analyses. These analyses offer insights into how precipitation and the contaminants it mobilizes travel through the watershed. This standalone gage will consist of a weighing type precipitation gage, datalogger and satellite telemetry unit, and a solar-charged DC power supply, with an appearance like the example in Figure 3. The precipitation gage will be sited and operated in accordance with USGS protocols to ensure data are of known quality. Data from this site will be served in near-realtime on NWIS and will be used to inform analyses of watershed hydrology.



Figure 3. Photograph of a precipitation monitoring station.

Five floodplain inundation monitoring stations will be established to assess change in the duration, frequency, and magnitude of floodplain inundation. Urban stream syndrome, the degradation of stream conditions due to upland development, results in stream channels that are deeply incised and disconnected from both the floodplain and water table. Stream restoration designs typically aim to reconnect the channel and floodplain to promote overbank flow during moderate to large storm events. This design facilitates reductions in peak flow and in-channel water velocity to promote nutrient and sediment attenuation, groundwater recharge, and geomorphic stability. Evaluation of floodplain inundation characteristics is key to assessing the success of restoration practices at achieving these goals.

Floodplain inundation monitoring sites will be co-located with streambank and floodplain monitoring transects and equipped with standalone non-realtime water-level recorders to measure stream water level at 5-minute intervals. Data from these instruments will be manually downloaded during scheduled site visits and the sites will be operated in accordance with all applicable USGS policies. These water-level data, along with similar data from the two streamgages, will be compared with repeated surveys of channel and floodplain elevations to compute inundation frequency, duration, and magnitude metrics.

Continuous Water-Quality Monitoring

A water-quality monitoring sonde will be installed and operated at the streamgaging location to measure turbidity (water clarity), pH, specific conductance, dissolved oxygen, and water temperature at 15-minute intervals and will be operated in accordance with published USGS methods (Wagner and others, 2006). These water-quality parameters will be served on NWIS approximately 1 hour after the data are collected. Continuous data are critical to understanding water-quality conditions in these highly dynamic urban streams, and when coupled with a surrogate modeling approach allow the computation of a continuous record of sediment concentration. In small flashy streams, the surrogate regression modeling approach provides a more accurate estimate of concentration during stormflow events than can be achieved by traditional approaches relying solely on discrete sample collection and a high-frequency record of streamflow. Use of these high-frequency records of concentration and streamflow in load computations results in load estimates with greatly reduced uncertainty (Jastram and others, 2010). For a comprehensive description of surrogate regression modeling methods used to compute sediment and nutrient loads in Fairfax County streams please see Porter and others (2020) and Jastram (2014).

Expanded Sediment, Nutrient, and Ion Monitoring and Analysis

Monthly sediment and nutrient sampling, collected since 2008 to support trend analysis, will continue. Storm-targeted sampling for sediment, nutrients, and ions will be added to support load calculations. Geomorphic measurements will be collected to compute an annual sediment budget. This expanded effort includes:

Load and Trend monitoring at the streamgage, supported through the continued manual collection of monthly sediment and nutrient samples, expanded collection of event-targeted sediment samples using an automated sampler, and manual collection of event-targeted nutrient and ion samples. Monthly samples are collected to inform evaluation of temporal patterns in nutrients and sediment, and long-term trends. These samples are collected as part of the monthly sampling schedule for the existing monitoring network, which are collected jointly with a Fairfax County sampling team. Additionally, suspended sediment samples will be collected from approximately 5-10 targeted stormflow events annually, and delivered to the laboratory by Fairfax County staff. Automated collection of suspended sediment samples enables the capture of a broader

range of concentrations across varying hydrologic conditions, supporting more rapid and robust model development than manual sampling alone. Event-targeted nutrient samples will be manually collected by USGS during up to 5 storm events per year. Likewise, USGS staff will manually collect up to 5 ion samples each winter following road salt applications. Collection of nutrient samples during elevated flows, and ion samples during salt loading events, is critical to developing surrogate models to estimate constituent loads. Development of nutrient and ion models is expected to take longer (~5 years) than for suspended sediment (2-3 years), due to the smaller number of samples collected annually and the greater difficulty in capturing the full range of hydrologic conditions using manual collection methods. Suspended sediment analyses will be provided by the USGS Kentucky Sediment Lab, nutrient analysis by the Noman M. Cole Water Recycling Facility, and ion samples by the USGS National Water Quality Laboratory.

Biannual streambank sediment flux monitoring to quantify the mass and volume of sediment eroded from streambanks. Given the importance of bank erosion on sediment transport – Cashman and others (2018) reported greater than 90% of suspended sediments were derived from bank erosion in the nearby Difficult Run watershed – accurate quantification of bank erosion and depositional processes are key to assessing sediment transport in the Paul Spring Branch watershed. Five representative channel cross-sections will be instrumented with rebar pins to measure erosion and deposition. Each cross-section will include three vertically distributed pins on both the left and right banks, totaling six pins per transect. Pins will be measured at installation and remeasured biannually to calculate rates of exposure or burial. This study element will complement the identical approach currently employed in the Accotink Creek watershed.

Annual floodplain sediment flux monitoring to quantify the mass and volume of sediment deposited on or eroded from floodplains. In streams suffering from the urban stream syndrome, channels typically become incised and disconnected from the floodplain. Well-connected floodplains, typical of minimally disturbed streams, help reduce downstream sediment transport by slowing stream velocity during overbank flows, thereby promoting sediment retention. Monitoring will involve installing transects of rebar pins across the floodplain, co-located with streambank erosion sites. These transects will extend from the channel edge to the toe slope, marking the transition from floodplain to upland. Each pin will protrude approximately 6 in. from the ground surface, be painted a bright color, capped with an orange safety cap, and signage will be installed to enhance visibility and safety at each study location. Pins will be measured at the time of installation and remeasured annually to determine the rate of change in sediment volume and mass either deposited in or eroded from the floodplain. Measurements of bank floodplain deposition and/or erosion will be used in conjunction with estimates of the annual sediment load, streambank erosion, and modeled upland erosion (USDA-ARS; 2013), to compute a sediment budget.

Deliverables

The deliverables for the first term of the proposed program are the data products described above. Progress will be documented in quarterly progress reports and periodic updates of study status and preliminary findings will be provided during USGS-Fairfax County quarterly science meetings, as needed. This proposal does not include a data analysis and reporting effort within the first term. It is anticipated that the proposed effort will continue for additional terms during which analysis and reporting will be provided at additional cost.

Timeline

The timeline for this proposed effort is contingent on the signing of a Joint Funding Agreement effective July 1, 2026. Following the initiation of this agreement, efforts will be devoted to instrument acquisition, obtaining site permissions, and installing sensors. Data collection for all study elements will begin within three months of study initiation, with a goal of data collection starting no later than October 1, 2026. This schedule aligns with the Fairfax County fiscal year (FY), defined as July 1 through June 30.

Funding and In-Kind Support

Accomplishment of the objectives of this effort is dependent on both in-kind and funding support from DPWES. Direct assistance from DPWES staff will be required for tasks including and related to securing permissions for site installations and assistance with collection of water-quality samples. Additionally, this effort has been designed to operate in conjunction with the ongoing county-wide monitoring program and therefore has multiple dependencies on the continued operation of that program.

Funding for this study will cover one year (FY 2027), with the goal of incorporating it into the existing county-wide program upon renegotiation of that Joint Funding Agreement for the next five-year funding cycle (FY 2028–2032). The funding required to initiate this effort includes start-up costs – including instrumentation procurement and station installation – as well as one year of operation and maintenance (O&M). USGS will purchase up to $70,000 worth of instrumentation to initiate the study. Monitoring costs (Table 1) are reduced by $28,000 for selected elements that will be operated for approximately 75% of FY 2027. However, certain project elements are event-based and occur on one or a limited number of days per year; because these activities will still be completed in full during the initial year, they are included at the total annual cost.

Table 1. Study initiation and monitoring costs for Fairfax County fiscal year 2027.

	2027
Study Startup	$100,000
Monitoring	$228,000
Total	*$328,000*
USGS contribution	($70,000)
Partial year of monitoring	($28,000)
Fairfax County contribution	**$230,000**

Table 2. Itemized budget for proposed study elements.

Item	Annual Cost
Stage-Discharge Streamgage - *includes technician salary, travel, and equipment/supplies for the operation and maintenance of a continuous-record streamgage in accordance with USGS protocols. Tasks include scheduled maintenance and measurement visits (approx. every 8 weeks), unscheduled visits for stormflow measurements, surveying for datum maintenance and indirect peak flow measurements, maintenance of real-time data relay, and streamflow record computation. Deliverable is continuous (5-minute interval) streamflow and water level data, and basic summary statistics, publicly available online in near real-time.*	$21,200
Continuous Water Quality Monitor - *includes technician salary, travel, and equipment/supplies for the operation and maintenance of continuous-record 5-parameter water-quality monitor in accordance with USGS protocols. Tasks include scheduled maintenance visits (monthly), unscheduled visits for sensor fouling, maintenance of real-time data relay, and record computation. Deliverable is continuous (15-minute interval) temperature, dissolved oxygen, specific conductance, pH, and turbidity data, and basic summary statistics, publicly available online in near real-time. These data are required to support computation of sediment loads in these flashy urban streams.*	$50,800
Precipitation Gage - *includes technician salary, travel, and equipment/supplies for the operation and maintenance of continuous-record precipitation station in accordance with USGS protocols. Tasks include scheduled maintenance, unscheduled visits for sensor fouling, maintenance of real-time data relay, and record computation. Deliverable is continuous (15-minute interval) rainfall volume data and basic summary statistics, publicly available online in near real-time. These data are required to support computation of streamflow metrics such as runoff rates and other precipitation-streamflow relations.*	$6,300
Event-Targeted Sediment Sampling – *includes technician salary for data entry, laboratory analysis of suspended sediment samples. Annual deliverable is 15-30 storm event samples. Samples will be collected by automated sampler and retrieved by Fairfax County staff.*	$2,500
Event-Targeted Nutrient Sampling - *includes technician salary to collect water quality samples for nutrient analysis. These include total nitrogen, total phosphorus, and related subspecies. Analyses will be performed in-kind by the Fairfax County laboratory, or alternatively, by the USGS National Water Quality Laboratory at additional cost.*	$6,100
Event-Targeted Major Ion Sampling - *includes sample collection and laboratory costs for ion analyses. These include a suite of major ions (chloride, sodium, etc.). Analyses will be performed by the USGS National Water Quality Laboratory*	$14,800
Floodplain Inundation Monitors - *includes technician salary, travel, and equipment/supplies for the operation and maintenance of floodplain inundation stations in accordance with USGS protocols, and technician salary for data entry and records processing. Tasks include site visits every 8-weeks to download, and process logged data as well as annual surveying of channel and floodplain elevations. Deliverables include continuous (15-minute interval) water level data paired with annual stream/floodplain surveys to compute the frequency, magnitude, and duration of floodplain inundation.*	$25,500
Streambank Erosion Stations - *includes technician salary and travel for the manual collection of sediment samples, measurement of bank pins, and lab analyses for bulk density as well as technician salary for data entry. Tasks include initial installation of pins and survey of channel cross-sections, with subsequent pin measurements repeated biannually. Deliverables will include quantification of the rate and volume of bank erosion/deposition.*	$8,900

Item	Annual Cost
Floodplain Depositional Monitoring - *includes technician salary and travel for the manual collection of sediment samples, measurement of floodplain pins, and lab analyses for bulk density as well as technician salary for data entry. Tasks will include manual collection of sediment cores from floodplain monitoring stations and measurement of deposition/erosion at marker pins installed within floodplain along cross-sections spaced longitudinally throughout Paul Spring Branch. Deliverables will include rates of sedimentation (g/cm2/yr), annually.*	$8,900
Cross-sectional Surveys - *includes technician salary, travel, and equipment/supplies for surveys, technician salary to process and store survey data in the USGS database, and project chief salary to analyze data. Tasks will include a channel cross-sectional survey at 5 representative locations on Paul Spring Branch, co-located with floodplain and bank erosion transects. Surveys will be completed with a total station and referenced to datum with GNSS leveling. Each location will be resurveyed annually. Deliverables will include quantification of the change in channel geometry at each channel cross-section each year, and over the duration of the study. ^Includes startup costs (Out-year cost is $21,100 per year as of FY 2026 with inflationary increases as needed).*	$45,000^
Project Management, Analysis, and Website – *includes hydrologist salary to provide oversight, laboratory data review, conduct statistical analyses of data, communicate results to Fairfax County staff, and develop and maintain a project website.*	$38,000
Annual Total	**$228,000**

References

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Suggested citation: Porter, A.J., Webber, J.S., Witt, J.W., and Jastram, J.D., 2020, Spatial and temporal patterns in streamflow, water chemistry, and aquatic macroinvertebrates of selected streams in Fairfax County, Virginia, 2007–18: U.S. Geological Survey Scientific Investigations Report 2020–5061, 106 p., https://doi.org/10.3133/sir20205061

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Contacts

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Board Agenda Item
July 14, 2026

CLOSED SESSION:

(a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).

(b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).

(c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, as identified below, where discussion in an open session would adversely affect the negotiating or litigating posture of the public body, as well as consultation with legal counsel regarding specific legal matters listed below requiring the provision of legal advice by such counsel, all as permitted by Virginia Code § 2.2-3711(A) (7) and (8).

1. *Ismail Hafiz Hanif v. Officer Moises Romero, et al.,* Case No. 1:25-cv-1789 (E. D. Va.)

2. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Port Royal, Inc.,* Case No. CL-2026-0009308 (Fx. Co. Cir. Ct.) (Braddock District)

3. *Jay Riat, Building Official for Fairfax County, Virginia v. Viet Ngo and Giau T. Le,* Case No. GV26-17080 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

4. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Susan Frazier,* Case No. CL-2026-0009306 (Fx. Co. Cir. Ct.) (Franconia District)

5. *Jay Riat, Building Official for Fairfax County, Virginia v. Prime Estate Partners II, LLC.,* Case No. GV25-34557 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

6. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Rehana Ajaz,* Case No. GV26-07682 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

7. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Burak Kanig,* Case No. GV26-15347 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. The Katherine Brown Living Trust,* Case No. GV26-15348 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

9. *Jay Riat, Building Official for Fairfax County, Virginia v. Antonio Saldana Vasquez and Rosil Saldana,* Case No. GV26-17369 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

10. *Jay Riat, Building Official for Fairfax County, Virginia v. Jamil Abdel Aziz,* Case No. CL-2026-0009307 (Fx. Co. Cir. Ct.) (Hunter Mill District)

11. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Aaron Samson, Mary Samson and Zaaki Restaurant and Café, LLC.,* Case No. CL-2020-0009420 (Fx. Co. Cir. Ct.) (Mason District)

12. *Jay Riat, Building Official for Fairfax County, Virginia v. Debkidussan Abune Aregawi and Abune Teklehaimonat Ethiopian Orthodox Tewahdo Church,* Case No. CL-2022-0002546 (Fx. Co. Cir. Ct.) (Mason District)

13. *Jay Riat, Building Official for Fairfax County, Virginia. v. Griselda G. Fernandez,* Case No. CL-2025-0014759 (Fx. Co. Cir. Ct.) (Mason District)

14. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Suzanne M. Lewis,* Case No. CL-2026-0010271 (Fx. Co. Cir. Ct.) (Mason District)

15. *Jay Riat, Building Official for Fairfax County, Virginia v. Jamal Shajaiah,* Case No. GV26-16613 (Fx. Co. Gen. Dist. Ct.) (Mason District)

16. *Jay Riat, Building Official for Fairfax County, Virginia and Leslie B. Johnson, Fairfax County Zoning Administrator v. Orlando Saavedra and Veronica Saavedra,* Case No. CL-2026-0010269 (Fx. Co. Cir. Ct.) (Mount Vernon District)

17. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Sarah Z. Abdella-El Kallassy and Tarek F. El Kallassy,* Case No. CL-2026-0010274 (Fx. Co. Cir. Ct.) (Mount Vernon District)

18. *Jay Riat, Building Official for Fairfax County, Virginia v. Juliana Vargas and Luciana Arce, LLC.,* Case No. GV26-07771 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

19. *Jay Riat, Building Official for Fairfax County, Virginia v. Yleana Gareca Mendoza, Cintya Arce, Luiciana Ortiz Gareca and Valeria Ortiz Gareca,* Case No. GV26-16097 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

20. *Jay Riat, Building Official for Fairfax County, Virginia v. Maria S. Lizama,* Case No. GV26-16099 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

21. *Leslie B. Johnson, Fairfax County Zoning Administrator v. West Springfield Center, LLC.,* Case No. GV26-16620 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

22. *Leslie B. Johnson, Fairfax County Zoning Administrator and Gabriel M. Zakkak, Property Maintenance Code for Fairfax County, Virginia v. G. Thomas Pendleton and Diana G. Pendleton,* Case No. CL-2025-0002277 (Fx. Co. Cir. Ct.) (Sully District)

23. *Jay Riat, Building Official for Fairfax County, Virginia v. MHC Meadows of Chantilly, LLC. and Misael Javier,* Case No. CL-2026-0001071 (Fx. Co. Cir. Ct.) (Sully District)

Board Agenda Item
July 14, 2026

3:30 p.m.

Public Hearing on RZ-2024-MA-00013 (6200 Wilson LLC) to Rezone from R-20 and CRD to PRM and CRD to Permit a Mixed Use Development with Retail, a New Multifamily Residential Building and the Retention of the Existing Multifamily Residential Building at a Maximum Floor Area Ratio (FAR) of 2.0 Inclusive of Bonus Density and Consider the Conceptual Development Plan, Located on Approximately 5.58 Acres of Land (Mason District)

This property is located on the N. side of Wilson Blvd. W. side of McKinley Rd. and the southern terminus of North Ohio St. bounded by Arlington County on the E. and City of Falls Church on the W. Tax Map 51-3 ((1)) 43.

PLANNING COMMISSION RECOMMENDATION:
On June 24, 2026, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of the following actions:

- RZ-2024-MA-00013 and the associated CDP, subject to the execution of the proffers consistent with those dated June 16, 2026;

- Waiver of the interparcel access requirement in Subsection 8100.7.E of the Zoning Ordinance; and

- Modification of the street frontage landscaping requirement along Wilson Boulevard in Subsection 5108.3.A(2) of the Zoning Ordinance in favor of that shown on the CDP/FDP.

In a related action, the Planning Commission voted 12-0 to approve FDP-2024-MA-00013 subject to the Board's approval of the concurrent rezoning application.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

Board Agenda Item
July 14, 2026

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Sharon Williams, Planner, ZED, DPD

Board Agenda Item
July 14, 2026

3:30 p.m.

Public Hearing on RZ-2025-HM-00018 (Old Reston Associates LLC) to Rezone from PDC to PDH-12 to Permit 57 Single-Family Attached Units and Adaptive Re-Use of the A. Smith Bowman House for Residential or Office Use and Consider the Conceptual Development Plan, Located on Approximately 5.19 Acres of Land (Hunter Mill District)

This property is located on the w. side of Old Reston Ave., N. of Sunset Hills Rd., S. of Stratford House Pl. Tax Map 17-4 ((1)) 1.

PLANNING COMMISSION RECOMMENDATION:
On June 3, 2026, the Planning Commission voted 10-0 (Commissioners Bennett and Thomas were absent from the meeting) to recommend to the Board of Supervisors approval of the following actions:

- RZ-2025-HM-00018 and the associated conceptual development plan, subject to the execution of proffers consistent with those dated May 27, 2026;
- Waiver of subsection 2105.2.B(2) of the Zoning Ordinance for the privacy yard requirements;
- Modification of subsection 2105.2.C(1)(b)3 of the Zoning Ordinance to increase the maximum total land area devoted to office from 17,100 square feet to 19,400 square feet; and
- Waiver of subsection 5107.3A(3) of the Zoning Ordinance to allow private streets in excess of six hundred (600) feet in length.

In a related action, the Planning Commission voted 10-0 (Commissioners Bennett and Thomas were absent from the meeting) to approve FDP-2025-HM-00018.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
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Board Agenda Item
July 14, 2026

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Karen Yee, Planner, ZED, DPD

REVISED

Board Agenda Item
July 14, 2026

3:30 p.m.

Public Hearing on PCA-85-P-002-002/CDPA-85-P-002 (RZPA-2026-PR-00018) (Standard Healthcare Services Inc) to Amend the Proffers and Conceptual Development Plan for RZ-85-P-002 to Add a College or University Use and Modifications to Proffers with no Change to the Approved Floor Area Ratio, Located on Approximately 36,204 Square Feet of Land zoned PDC, HC and SC (Providence District)

This property is located N. of Leesburg Pike and E. of Rte. 123. Tax Map 29-3 ((1)) 81.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission's public hearing is scheduled for July 8, 2026. The planning recommendation will be forwarded upon decision.

On July 8, 2026, the Planning Commission voted 10-0 (Commissioners Hancock and Thomas were absent from the meeting) to recommend to the Board of Supervisors approval of PCA-85-P-002-002 and CDPA-85-P-002, subject to the execution of the proffers consistent with those dated May 29, 2026.

In a related action, the Planning Commission voted 10-0 (Commissioners Hancock and Thomas were absent from the meeting) to approve FDPA-85-P-002-002.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Sunny Yang, Planner, ZED, DPD

Board Agenda Item
July 14, 2026

3:30 p.m.

Public Hearing on SE-2024-MA-00023 (Laadam Family, LLC) to Add a Drive-Through ATM to an Existing Financial Institution, Located on Approximately 19,602 Square Feet of Land Zoned C-6, HC and SC (Mason District)

This property is located in the Mason District. Tax Map 71-1 ((1)) 102D.

PLANNING COMMISSION RECOMMENDATION:
On June 3, 2026, the Planning Commission voted 10-0 (Commissioners Bennett and Thomas were absent from the meeting) to recommend to the Board of Supervisors approval of the following actions:

- SE-2024-MA-00023 subject to the development conditions consistent with those dated May 21, 2026; and

- Modification of Zoning Ordinance Section 8100.7 E requiring Comprehensive Plan trail improvements in favor of the existing sidewalk and streetscape shown on the SE Plat.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Ciarra Downing, Planner, ZED, DPD

Board Agenda Item
July 14, 2026

3:30 p.m.

Public Hearing on SE-2025-MA-00025 (SNS28 LLC) to Permit Child Care with a Maximum of 99 Children, Located on Approximately 38,241 Square Feet of Land Zoned R-2 and HC (Mason District)

This property is located in the Mason District. Tax Map 72-1 ((13)) 1.

PLANNING COMMISSION RECOMMENDATION:
On June 3, 2026, the Planning Commission voted 10-0 (Commissioners Bennett and Thomas were absent from the meeting) to recommend to the Board of Supervisors approval of the following actions:

- SE-2025-MA-00025, subject to the development conditions consistent with those dated May 21, 2026, with a change in hours in Condition 4 to be 6:00 AM- 6:00 PM;

- Modification of section 5108 of the Zoning Ordinance to reduce the transitional screening along southeast side of the property from 35 feet wide to 20 feet wide; and

- Modification of section 5108 of the Zoning Ordinance to reduce the transitional screening along west side of the property from 35 feet wide to 10 feet wide and waiver of the barrier requirement adjacent to Braddock Road.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Carl Shumate, Planner, ZED, DPD

Board Agenda Item
July 14, 2026

3:30 p.m.

Public Hearing on RZ-2022-HM-00003 (Pulte Home Company LLC) to Rezone from I-4 to PRM to Permit the Development of 112 Multifamily Dwelling Units and 46 Stacked Townhouse Units with a Floor Area Ratio (FAR) of 1.39 Inclusive of Bonus Density and Approval of the Conceptual Development Plan, Located on Approximately 5 Acres of Land (Hunter Mill District)

This property is located along Samuel Morse Dr., S. side of Sunset Hills Rd. and N. side of Reston Station Blvd. Tax Map 18-3 ((6)) 7A, 7B and 7C.

The Board deferred this public hearing from June 23, 2026, at 3:30p.m. to July 14, 2026, at 3:30p.m.

PLANNING COMMISSION RECOMMENDATION:
On June 10, 2026, the Planning Commission voted 8-0 (Commissioners Clarke, Hancock, Sargeant, and Thomas were absent from the meeting) to recommend to the Board of Supervisors approval of RZ-2022-HM-00003 and the associated Conceptual Development Plan, subject to the execution of proffers consistent with those dated June 5, 2026, and, as amended on June 10, 2026, as follows:

- Delete the paragraph of Proffer 50.E.i. Power Washing; and
- Revise the last sentence of Proffer 52. Snow Consortium, as follows:

  "The applicant will provide snow removal or coordinate with the consortium to ensure that snow removal operations commence within 24 hours following the cessation of snowfall."

In a related action, the Planning Commission voted 8-0 (Commissioners Clarke, Sargeant, and Thomas were absent from the meeting) to approve FDP-2022-HM-00003.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:

Board Agenda Item
July 14, 2026

https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Kevin McMahan, Planner, ZED, DPD

Board Agenda Item
July 14, 2026

4:00 p.m.

Public Hearing on Proposed Plan Amendment SSPA-2023-III-5UP, Lincoln Park in Land Unit D-3, Dulles Suburban Center (Sully District)

ISSUE:
Site Specific Plan Amendment (SSPA) 2023-III-5UP proposes to amend the Comprehensive Plan recommendations for Tax Map Parcel 24-4 ((1)) 6D3, 6D5, 6D6, 6E and 6F located in Land Unit D-3 within the Dulles Suburban Center. The adopted Comprehensive Plan recommends high-quality, campus-style office uses, up to 1.0 FAR, with optional training or hotel/conference uses. The proposed Plan amendment would add an option for residential use at a density of up to 18 dwelling units per acre (du/ac).

PLANNING COMMISSION RECOMMENDATION:
On June 24, 2026, the Planning Commission voted 11-1 (Commissioner Batchelor-Causey voted in opposition) to recommend to the Board of Supervisors the adoption of the staff recommendation for Plan Amendment SSPA 2023-III-5UP, found on pages 16 and 17 of the Staff Report dated June 3, 2026.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission Public Hearing – June 24, 2026, at 7:30 p.m.
Board of Supervisors Public Hearing – July 14, 2026, at 4:00 p.m.

BACKGROUND:
On April 11, 2023, as part of the 2023 SSPA cycle, the Board of Supervisors authorized SSPA 2023-III-5UP for Tax Map Parcels 24-4 ((1)) 6E and 6F in the Dulles Suburban Center. The adopted Comprehensive Plan recommends high-quality, campus-style office uses, up to 1.0 FAR, with optional training or hotel/conference uses. This Plan amendment proposes adding an option for residential use at a density of up to 18 du/ac as an alternative to the existing and planned office uses.

On November 19, 2024, the Board expanded the study area to also include Tax Map Parcels 24-4 ((1)) 6D3, 6D5, and 6D6.

EQUITY IMPACT:
The Lincoln Park Plan Amendment proposes to amend Plan guidance to introduce the potential for residential uses, as an option, within a portion of Land Unit D-3 of the Dulles Suburban Center. Residential proposals would be expected to meet the Affordable Dwelling Unit (ADU) Ordinance and Workforce Dwelling Unit (WDU) Policy, including expectations related to the number, distribution, and affordability levels of units. The proposal aligns with County housing goals and the One Fairfax Policy Areas of Focus 2 and 11 by increasing housing supply near employment centers, amenities, and services. There was a community meeting held on April 29, 2025.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
The Planning Commission Meetings Video Archive is available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

The Planning Commission action is accessible at:
https://www.fairfaxcounty.gov/planningcommission/planning-commission-actions-2026

The Staff Report for SSPA 2023-III-5UP has been previously furnished and is available online at:
Staff Report for Plan Amendment SSPA 2023-III-5UP (Lincoln Park) - Fairfax County, VA

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Kelly Atkinson, Director, Planning Division (PD), DPD
Clara Quintero Johnson, Branch Chief, Monitoring & Plan Development Branch, PD, DPD
Samantha Archibald, Planner, Monitoring & Plan Development Branch, PD, DPD

Board Agenda Item
July 14, 2026

4:00 p.m.

Public Hearing to Consider Adoption of an Uncodified Ordinance to Allow for Adjustments of Accounts and Payments that Involve Cash Transactions Due to the Decrease in Pennies Following the United States Mint's Cessation of the Production of the Penny

ISSUE:
The proposed adoption of an uncodified ordinance to allow for adjustments of accounts and payments that involve cash transactions due to the decrease in pennies.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt an uncodified ordinance approving the allowance for adjustments of accounts and payments that involve cash transactions.

TIMING:
Board action is requested on July 14, 2026. On June 23, 2026, the Board authorized advertisement for a public hearing to be held on July 14, 2026, at 4:00 p.m.

BACKGROUND:
The US Mint ceased production of new circulating pennies on November 12, 2025. While still legal tender and widely circulated, the lack of new production coupled with underutilization in the economy has led to shortages that are impacting the ability for businesses and governments to obtain pennies for purposes of cash transactions. In response to this, many states enacted legislation to allow organizations to adjust bills and accounts that involve cash transactions. The General Assembly recently adopted Chapter 713 of the 2026 Acts of Assembly, which allows localities to enact a temporary ordinance to set forth procedures to adjust bills and account balances for taxes and other charges due. The ordinance must expire no later than July 1, 2027. The General Assembly has instructed the Department of Taxation to present findings and make a recommendation prior to the 2027 Session in order to determine a long-term solution.

The county accepts cash transactions at virtually all collection locations where it is feasible, including community centers, for taxes, fees, and the sale of goods and services. There have been recent instances where the supply of pennies has not been available at locations, resulting in citizens being given incorrect change purposefully.

These differences will inevitably increase in frequency as the purchasable supply of pennies shrinks. This creates a systemic issue for departments and agencies in terms of reconciliation, revenues, and equitable treatment.

Adopting the proposed ordinance allows department Directors to implement policies and procedures that will address the current issue. The ordinance adopts two standardized approaches to address all cash transactions for an applicable department to round to the nearest $0.05 at the point of sale, both up and down. The first approach addresses cash transactions made for goods or services where there is no account associated with the transaction. The second approach addresses cash transactions where there is an account associated with the transaction. The two approaches account for how to implement these policies and procedures while allowing for differences in business type operations within the County. A copy of the draft ordinance is attached.

EQUITY IMPACT:
None

FISCAL IMPACT:
Approval of this ordinance should have a minimal impact on the county revenues. Following the prescribed rounding method is projected to have an immaterial financial impact as the process rounds and adjusts in both directions by only up to $0.02, likely netting the differences on an aggregate basis.

ENCLOSED DOCUMENTS:
Attachment 1: An Uncodified Ordinance to Allow for Adjustment of Accounts and Payments that involve cash transactions due to the decrease in Pennies following the United States Mint's Cessation of the Production of the Penny
Attachment 2: Virginia Acts of Assembly – 2026 Session – Chapter 713

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Christopher Pietsch, Director, Department of Finance
Christopher Hartl, Division Chief, Department of Finance
Jay Doshi, Director, Department of Tax Administration
Gregory Bruch, Deputy Director, Department of Tax Administration

ASSIGNED COUNSEL:
Daniel Robinson, Deputy County Attorney

AN UNCODIFIED ORDINANCE TO ALLOW FOR ADJUSTMENT OF ACCOUNTS AND PAYMENTS THAT INVOLVE CASH TRANSACTIONS DUE TO THE DECREASE IN PENNIES FOLLOWING THE UNITED STATES MINT'S CESSATION OF THE PRODUCTION OF THE PENNY

AN UNCODIFIED ORDINANCE to allow County Departments to round up and down the charge imposed in cash transactions and to adjust bills and account balances for taxes and other charges due to Fairfax County that are paid for by a cash transaction to account for the cessation of the production of the penny coin by the United States Mint.

Draft of May 22, 2026

Be it ordained by the Board of Supervisors of Fairfax County:

1. That the following uncodified ordinance is hereby adopted:

A. Authority for Adjustments of Accounts and Payments that Involve Cash Transactions and Definitions

1. Chapter 713 of the Acts of Assembly of 2026 enacts Va. Code §§ 6.2-200.1 and 6.2-200.2, which allow political subdivisions, among other entities, to adopt mechanisms to round up or down the sale price for any sale of goods or services that involve a cash transaction. These statutes go into effect July 1, 2027.

2. The second enactment clause of Chapter 713 of the Acts of Assembly of 2026 authorizes the Board of Supervisors to enact a temporary ordinance to set forth procedures to adjust the bills and account balances for taxes and other charges due to Fairfax County and paid for in a cash transaction. This authority goes into effect on July 1, 2026, and any ordinance adopted under this authority must expire no later than July 1, 2027.

3. The term "cash transaction" means a transaction that results in a payment or transfer of cash between the County and another person.

B. Rounding of payment required in cash transaction for sale of goods or services by Fairfax County and to adjust bills and account balances for taxes and other charges not made for the sale of goods or services and paid for in a cash transaction.

1. Any County department that sells goods or services on behalf of the County may round the total sale price of such goods or services when a cash transaction is

involved in accordance with this Section B of this ordinance, which is referred to herein as a "Rounding Process."

2. The Department of Tax Administration, or any other County department that for taxes or other charges issues a bill to a person or maintains an account payable by a person or both issues a bill and maintains an account payable by a person, may adjust the bills and account balances for taxes and other charges due when they are paid for by a cash transaction in accordance with this Section B of this ordinance, which is referred to herein as an "Adjustment Process."
3. Prior to a County department implementing a Rounding Process or Adjustment Process or both, the department head of such department, or his designee, must notify the Director of the Department of Finance, or his designee, on a form as required by the Department of Finance, that such department plans to implement a such a process for cash transactions.
4. If a County department implements such a Rounding Process or Adjustment Process or both, it must be used in all cash transactions made by that department. The department may not cease using the Rounding Process or Adjustment Process unless and until that department's director, or designee, has notified the Director of Department of Finance, or his designee, that the department will cease using the process
5. If a County department implements a Rounding Process, when that department sells any goods or services in a cash transaction, it will utilize the following process:
    a. in any case in which the total transaction amount, including any taxes, ends with one, two, six, or seven as the final digit of the number of cents for the transaction, the price will be rounded down such number of cents to the nearest number of cents divisible by five; and
    b. in any case in which the total transaction amount, including any taxes, ends with three, four, eight, or nine as the final digit of the number of cents for the transaction, may round up such number of cents to the nearest number of cents divisible by five.
6. If a County department implements an Adjustment Process, then as part of the cash transaction to pay the tax or other charge owed to the County, the County department will utilize the Rounding Process set forth in Section B(5) of this ordinance.
    a. Once the cash transaction is consummated, the County department will adjust the bill and account balance for the taxes or other charges owed to the County to a zero balance after reflecting the funds received as part of the cash transaction in accordance to policies and procedures implemented by the Department of Finance.

2. **That this ordinance will take effect upon adoption, and extend through July 1, 2027, unless sooner rescinded by the Board.**

GIVEN under my hand this ____day of _____, 2026.

_____

Jill G. Cooper
Clerk for the Board of Supervisors
Department of Clerk Services

VIRGINIA ACTS OF ASSEMBLY - 2026 SESSION

CHAPTER 713

An Act to amend the Code of Virginia by adding in Article 1 of Chapter 2 of Title 6.2 sections numbered 6.2-200.1 and 6.2-200.2, relating to rounding procedures.

[H 954]

Approved April 13, 2026

Be it enacted by the General Assembly of Virginia:

1. That the Code of Virginia is amended by adding in Article 1 of Chapter 2 of Title 6.2 sections numbered 6.2-200.1 and 6.2-200.2 as follows:

§ 6.2-200.1. Rounding procedures.

Any person selling goods or services in a cash transaction, entering into any transaction that results in a payment or transfer of cash between the parties to the transaction, or paying cash wages to an employee as compensation:

1. In any case in which the total transaction amount, including any taxes, ends with one, two, six, or seven as the final digit of the number of cents for the transaction, may round down such number of cents to the nearest number of cents divisible by five; and

2. In any case in which the total transaction amount, including any taxes, ends with three, four, eight, or nine as the final digit of the number of cents for the transaction, may round up such number of cents to the nearest number of cents divisible by five.

§ 6.2-200.2. Taxes and fees calculated before rounding.

A. Any person selling goods or services, or any public or private entity entering into any transaction that results in a payment or transfer of cash between the parties to the transaction, shall calculate and remit all taxes and fees, and other charges imposed by state taxing authorities or by the seller, based on the sales price or stated service fee prior to any cash transaction rounding.

B. Any person selling goods or services shall not be in violation of any state or municipal requirements, laws, regulations, or standards based on any action taken in compliance with this section.

2. That notwithstanding the provisions of §§ 6.2-200.1 and 6.2-200.2 of the Code of Virginia, as created by this act, the governing body of any locality may by ordinance prescribe temporary procedures that shall expire no later than July 1, 2027, for the adjustment of bills and account balances for taxes and other charges due to the locality and paid for by a cash transaction to account for the cessation of production of the penny coin by the United States Mint. Any such ordinance may provide for the rounding of such bills and account balances to the nearest five-cent increment and the write-down or write-off of sums due that are less than five cents.

3. That the Department of Taxation shall evaluate options and recommend a uniform procedure by which all localities of the Commonwealth shall adjust bills and account balances for taxes and other charges due to each locality and paid for by a cash transaction to account for the cessation of production of the penny coin by the United States Mint. Such evaluation shall consider whether to provide for the rounding of such bills and account balances to the nearest five-cent increment and the write-down or write-off of sums due that are less than five cents. The Department of Taxation shall report the findings of its evaluation and any recommendations to the Chairs of the Senate Committee on Finance and Appropriations and the House Committee on Appropriations no later than November 1, 2026.

Board Agenda Item
July 14, 2026

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2021-IV-LP1, Lorton Core Study in the LP2 Lorton-South Route 1 Community Planning Sector and Suburban Center of the Lower Potomac Planning District (Mount Vernon District)

ISSUE:
Plan Amendment (PA) 2021-IV-LP1 proposes to amend the Comprehensive Plan recommendations for the Lorton-South Route 1 Community Planning Sector and Suburban Center, an area comprised of approximately 3,200 acres in the Mount Vernon Supervisor District. The subject area is located in southeast Fairfax County and bounded by Accotink Creek on the north, by Fort Belvoir Main Post and Old Colchester Road on the east, by Furnace Road on the west, and by the Occoquan River on the south. The area is planned for residential uses in areas designated as Suburban Neighborhoods and Low-density Residential Areas, a mixed-use town center surrounding the Lorton VRE station, retail shopping centers, and industrial areas. The Plan amendment proposes updating the Comprehensive Plan guidance for the area with a land use framework centered around a mixed use core area east of I-95 with five activity nodes with recommendations for mixed use development, urban design, placemaking, and mobility enhancements. Changes are also proposed to the Transportation Plan Maps, including but not limited to revisions to the street network, active transportation improvements, extension of the Richmond Highway Bus Rapid Transit (BRT) from Fort Belvoir to the Occoquan River, and addition of BRT stations in the study area.

PLANNING COMMISSION RECOMMENDATION:
On June 3, 2026, the Planning Commission voted 10-0 (Commissioners Bennett and Thomas were absent from the meeting) to recommend to the Board of Supervisors the adoption of Plan Amendment 2021-IV-LP1, as shown in the Planning Commission handout dated June 3, 2026.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

Board Agenda Item
July 14, 2026

TIMING:
Planning Commission Public Hearing and Decision - June 3, 2026, at 7:30 p.m.
Board of Supervisors' Public Hearing Deferred from June 23, 2026, at 4:00 p.m. to July 14, 2026, at 4:00 p.m.

BACKGROUND:
On January 26, 2021, the Board of Supervisors authorized the consideration of a Comprehensive Plan amendment for the LP2 Lorton-South Route 1 Community Planning Sector and Suburban Center in the Mount Vernon Supervisor District. The most recent areawide review of the LP2 Suburban Center Plan occurred in 1992. In authorizing this amendment, the Board directed staff to identify and evaluate potential changes that reflect the community's vision through an updated plan for land use, placemaking and connectivity, parks and recreational areas, environmental corridors, historic resources, public facilities, multi-modal transportation and other supporting infrastructure that could contribute to an improved "sense of place" within the Lorton area.

EQUITY IMPACT:
The Lorton Core Study was guided by the Lorton Visioning Task Force, a panel of community members from the Lorton area who prioritized the creation of a high-quality living environment for all community members. The Task Force adopted principles based on the themes of Equity, Access, Housing, Community Health and Economic Development to guide the three-phased community visioning process. Community outreach for the amendment included dozens of meetings with the task force, as well as community open houses and individual discussions with community members at several events in the Lorton area.

The proposed Plan Amendment has the potential for creating thousands of new residential dwellings in the Lorton-South Route 1 Suburban Center, primarily consisting of multifamily units, which aligns with the county's goals of prioritizing access to affordable housing. Plan recommendations support increasing transportation options that would connect the area with employment opportunities, including through an extension of "The One" BRT services on Richmond Highway. The Plan includes a land use framework that connects current and future residents with greater access to active and multimodal transportation facilities open spaces and parks to support health and quality of life for all community members. Finally, the plan prioritizes non-residential ground floor spaces at key sites in the designated core area, as well as an innovation campus south of the core area, to support a well-prepared workforce and long-term economic viability for the Lorton community.

Board Agenda Item
July 14, 2026

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Handout

The Planning Commission Meetings Video Archive is available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

The Planning Commission Action is available at:
https://www.fairfaxcounty.gov/planningcommission/planning-commission-actions-2026

Planning Commission Action - Lorton Core Study

The Staff Report for PA 2021-IV-LP1 has been previously furnished and is available online at:
https://www.fairfaxcounty.gov/planning-development/plan-amendments/staff-reports

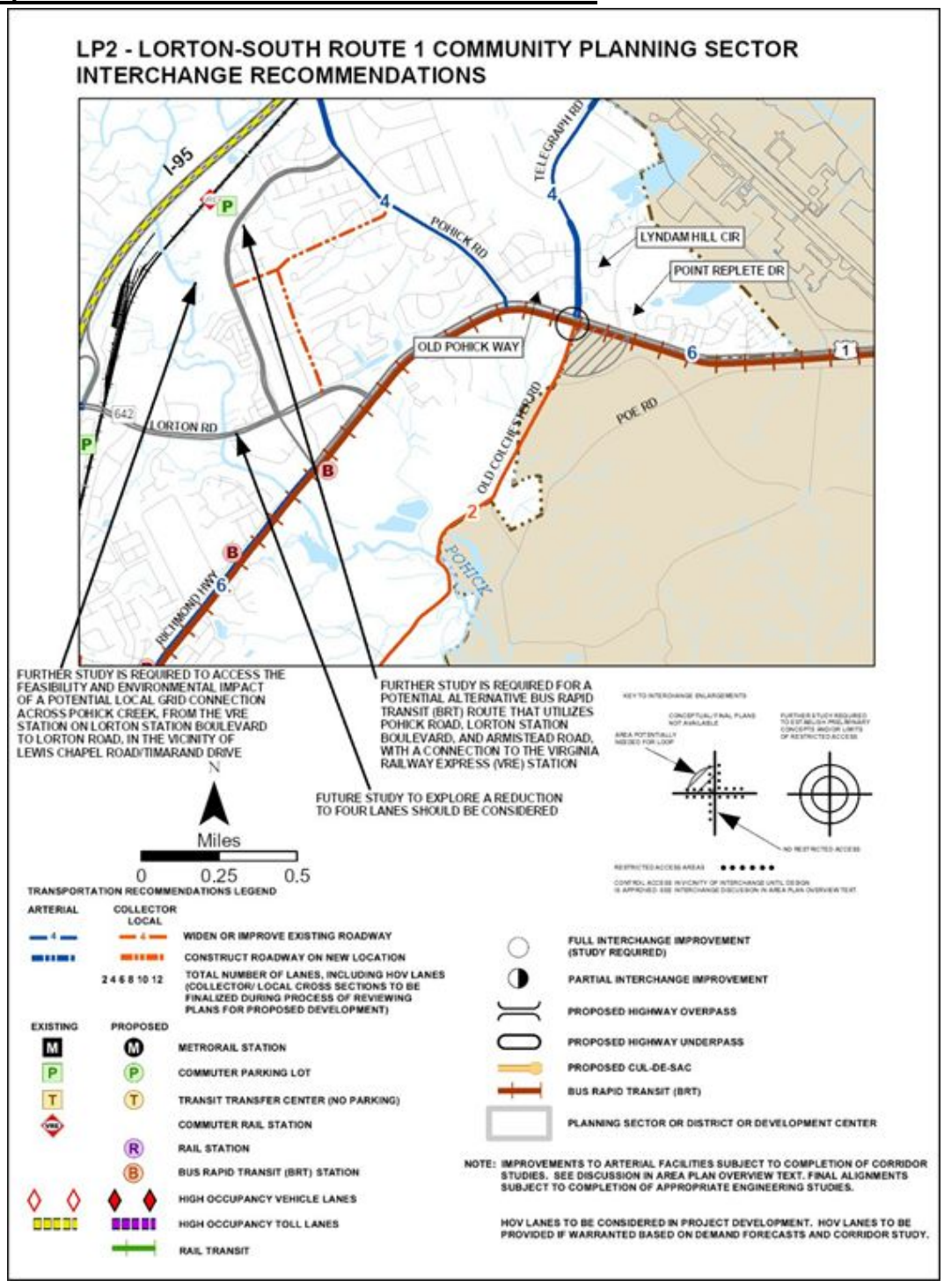
STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, AICP, Director, Department of Planning and Development (DPD)
Kelly Atkinson, AICP, Director, Planning Division (PD), DPD
Graham Owen, AICP, Branch Chief, Policy & Plan Development Branch (PPDB), PD, DPD
Stephen Waller, AICP, Planner III, PPDB, PD, DPD

PLANNING COMMISSION HANDOUT
RECOMMENDED MODIFICATIONS
June 3, 2026

Plan Amendment 2021-IV-LP1
Lorton Core Study

The following proposed text is based on the Staff Report for Plan Amendment **2021-IV-LP1, dated May 13, 2026:**

MODIFY: Figure 8B on Page 19 of the plan amendment in Attachment I, by adding a third arrow that points to Lorton Road together with a new note stating the following: "**Future study to explore a reduction to four lanes should be considered**".



MODIFY: Figures 11A and 11B on Page 25 of the proposed plan amendment in Attachment I, my recommendation is to rearrange the order of these two exhibits so that the six-lane option is provided first, and with a modified caption that reads "**Figure 11A: Alternative 1 - Lorton Road streetscape with 6 vehicular lanes**". Next, I recommend for the four-lane option to be retained in the amendment with a modified caption that identifies it as "**Figure 11B: Preferred Alternative 2 - Lorton Road streetscape with 4 vehicular lanes**", and in parentheses with this caption, I would like to add the same note that I am recommending to be added to the previously mentioned map, and is should read: "**(future study to explore a reduction to four lanes should be considered)**."

Figure 11A: Alternative 1 - Lorton Road streetscape with 6 vehicular lanes

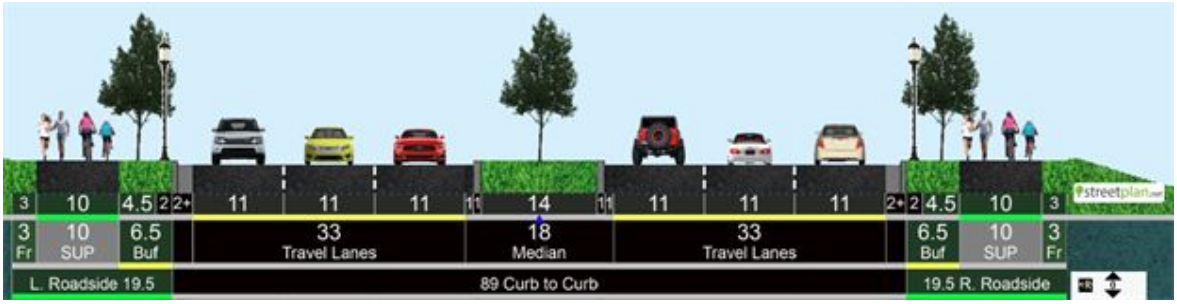
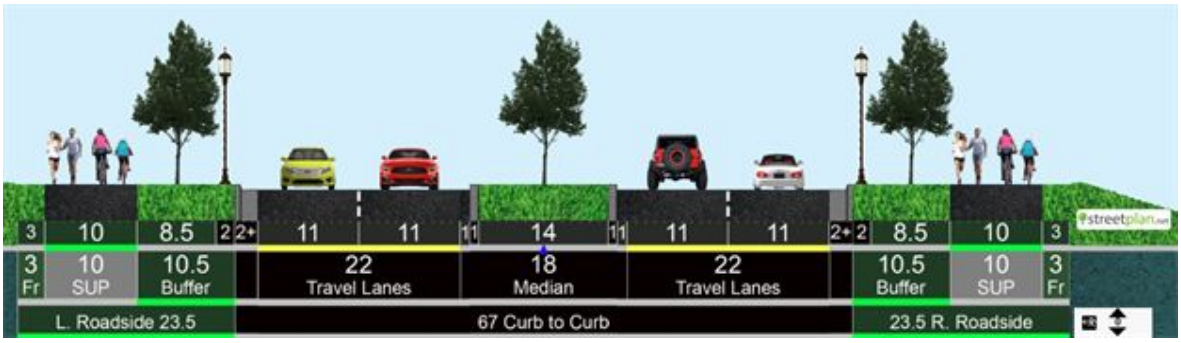


Figure 11B: Preferred Alternative 2 - Lorton Road streetscape with 4 vehicular lanes
(future study to explore a reduction to four lanes should be considered)



MODIFY: My final recommendation is that the plan amendment should be modified to provide additional information highlighting the significance of existing and planned trails and pedestrian facilities that are present in the Lorton area. Therefore, Mr. Chairman, in Paragraph 1 of the Active Transportation section, which is at the bottom of Page 20 of the plan amendment in Attachment I, I am recommending that we add a new sentence directly after the opening sentence, and it should to read as follows: "**The Lorton area contains several existing and planned regional and national trails, including the Cross County Trail, the Lorton/Laurel Hills trails, the Potomac Heritage National Scenic Trail, the Washington-Rochambeau National Historic Trail, the East Coast Greenway, and U.S. Bicycle Route 1.**"

Board Agenda Item
July 14, 2026

4:00 p.m.

Public Comment on Issues of Concern