

Virginia: At the regular work session meeting of the Essex County Board of Supervisors held on Tuesday, July 11, 2023 at 5:00 p.m. in the School Board Meeting Room, at 109 S. Cross St., Tappahannock, Virginia:

Board of Supervisors Present: Robert Akers, Jr., Chairman
 Ronnie G. Gill, Vice Chairman
 Edwin E. Smith, Jr., Supervisor
 Sidney N. Johnson, Supervisor
 John C. Magruder, Supervisor

County Administration Present: April Rounds, Interim County Administrator, Deputy Clerk

CALL TO ORDER

Chairman Akers called the Regular Board of Supervisors Work Session of July 11, 2023, to order.

ROLL CALL

The Clerk called out the roll for the Board of Supervisors; a quorum was met.

AGENDA

None

DISCUSSION

Middle Peninsula/Northern Neck Regional Radio System Overview – Deputy Chief Durham

Deputy Chief Durham stated that when they started this in 2017 it was Essex and King and Queen partnering with the regional radio system. Essex holding one core. King and Queen holding a second core. The vision was to make it grow regionally. In 2018 we added Richmond County as a subscriber unit. They were billed based on the amount of talk group, the amount of radios, consoles. The total revenue was roughly \$50,000 that was split between Essex and King and Queen. It gave us a revenue of around \$25,000. In 2020 they started talks with Mathews County they signed the agreement roughly a year later. All of their equipment has been installed, consoles, their microwave is set to be installed possibly tomorrow or next Thursday. They should be online within a month as soon as he can get down there. They are adding Mathews onto the agreement as well. Richmond County has signed a contract with Harris to put up one site in the Warsaw area at Northern Neck Electric. They will go from a subscriber unit to a participating County. That means we will lose that \$25,000 revenue coming in. Northumberland and Lancaster have also signed with Harris. Northumberland signed a month ago and Lancaster signed a week ago. This is the same agreement that was presented in 2018 it is just adding Richmond County as a participating County, Mathews, Northumberland, and Lancaster. The revenue side of it, King and Queen is going to be the physical agent for all the money for the regional radio system. The initial buying cost is \$20,000 per site. Mathews is one, Richmond County is one, Northumberland is three and Lancaster is five. So we are looking at ten sites with \$20,000 to start off with and \$20,000 a year per site. We have not finalized the whole project on how the money is going to be dispersed yet. There is a change in the agreement from the last one. When it was Essex and King and Queen there were four representatives: the emergency services chief, the sheriff, one board member and the count administrator. With all of the counties involved four representatives from each would be a lot of people in one room making

decisions so we have taken it down to two. His suggestion would be himself and either a board member or the county administrator. Within those next meetings and agreements, what will be done with the money can be discussed there. The whole vision for it is that if something breaks we have the money to fix it and he doesn't have to come back to the board to ask for the money.

Chairman Akers asked how Deputy Chief Durham's time is compensated in the group?

Deputy Chief Durham stated that in the upcoming meetings we talked with Greg and once everyone is on board there is no way the he and David can physically be in 5 different Counties. In the agreement it talks about local agents. He will still be a local agent to tower sites. He will still be included in the entire system with some of the encryption keys since they can't give access to all the local agents. The goal would be to hire some full-time to help manage the day-to-day and that cost would come out of the yearly from each county.

Chairman Akers asked if there was a way to make it an Authority instead of just an agreement between counties.

Deputy Chief Durham stated that would probably be one of the first things on the agenda for one of those meetings.

Supervisor Johnson asked what the thoughts on where each individual county is responsible for their own program.

Deputy Chief Durham stated it would be that is for the local agent. He will do the same thing as what he is doing now. The board has spent a lot of money to send me to training on fixing and replacing equipment. Those local agents are going to get that same opportunity unless they do want to pay. Its roughly \$75,000 worth of training. He doesn't think that each County will send someone when there are three of us in the system now that can replace those things. Programming, trouble shooting, this and that, the local agents should be able to take care of that on a day-to-day basis. The big repairs, some things they can fix and some they can't. You have L3Harris engineers that there are 500 engineers and maybe only 1 can work on an Nokia router. So something we have to pay L3Harris to fix.

Supervisor Johnson asked if this was basically and experimental process in this Northern Neck Approach to see what works.

Deputy Chief Durham stated it was. He looks at a positive because right now it's just Essex and King and Queen so when he goes on vacation he has David as backup. When David is out of town he goes there and helps. It is going to be a really big partnership to help everybody all at one time.

Chairman Akers stated that the system is proven it is just the maintenance part of it and people putting up their own equipment.

Deputy Chief Durham the overall person the radio system is designed just like Windows where there is an update every month but we have to do everything manually. There is hundreds of pieces equipment and every 3 months there are 80 hours just to do Essex and King and Queen much less all these others counties. It is almost a full-time job just to do a windows update on an entire regional system.

Supervisor Smith stated you have two terms a participating County and a contractual organization. Is the contractual going away?

Deputy Chief Durham stated no it's not going away if there is other people that might want to join. The Rappahannock Indian Tribe is in talks with joining. Right now they are giving 4 free licensing to test out the system. If they want to add any more it becomes a subscriber fee or they put up a site and pay. We always welcome a subscriber but the numbers are getting limited because everyone is joining.

Supervisor Smith asked what the contractual fee is?

Deputy Chief Durham stated that is based on the how many talk groups and how many radios they have. There is a whole price list he can send out.

Supervisor Smith asked how is that going to change once they become participating?

Deputy Chief Durham stated that they will pay \$20,000 per site.

Vice Chairman Gill asked what the cost in Essex County is with the amended agreement?

Deputy Chief Durham stated nothing. The original agreement that was signed stated that the equipment that we purchased was part of our buy-in and yearly fees for the actual system.

Vice Chairman Gill stated so we won't have a yearly fee from here on out.

Deputy Chief Durham stated no we would not. Not unless there is something we want to do that regional wise we can't fit it under that umbrella of what they are collecting in revenue.

Vice Chairman Gill asked if King and Queen had been the fiscal agent all along.

Deputy Chief Durham stated yes.

Vice Chairman Gill stated he mentioned other possibilities participating. Does he see a limit to this if it really caught fire?

Deputy Chief Durham stated that there isn't really a limit to it. We are talking about 999,000 radios with 3 million talk groups.

Chairman Akers asked if the schools were on the system.

Deputy Chief Durham stated that the schools are on the system and he is working with Ronnie about getting the school busses done.

Supervisor Magruder stated when we originally started this Motorola wanted \$500,000 to extend the agreement for one year. When we purchased the system with King and Queen it was \$1.5 million. It was the best investment and great coverage. You can see that the other counties are joining us. We have the redundancy loop where we can go one way or another if something goes down. He is more than happy to continue on as liaison to relieve our County Administrator of another committee if that is fine with Kyle. He can see the advantage of hiring that full time manager. You touched briefly on the communication fund is that something that the policy team, he could see the advantages of putting this pot together from the other counties to go out, as long as there is a report that comes back to us. It would streamline a lot. You talked about the two voting representatives but it says in the document one vote. How can two people have one vote.

Vice Chairman Gill stated so each County would get two votes.

Deputy Chief Durham stated that each county would have two voting representatives appointed by the Board of Supervisors.

Supervisor Magruder stated so each person not each County. He asked about 3.1.2 picking the systems manager. He does not have a problem with that it makes a lot of sense. His concern is the individual that that are picking now is great but that person is not going to be there forever and we have a document that is going to be here for a while. Is there a way to make this systems manager a yearly thing that the policy team does or set some term that they are on it for 2-3 years?

Deputy Chief Durham stated that this came very late and the reason it came was dealing with Mathews, Lancaster, Northumberland, and Richmond County it is the Counties decision not Greg's say so. At the end of the day Essex and King and Queen own the cores and it is our decision. You are not going to remote into our system if we don't tell you it's ok. It makes it more feasible for him to be the System Manager but as we get into this we could see about changing that every two years.

Supervisor Magruder stated in 3.2 it talks about securing contractual services. It gives the systems manager a lot of authority as an individual to be the person securing contract services by one person. Should that not be by committee or by decision of the committee? He could be authorized to sign or authorized to do it under the authority of the committee.

Deputy Chief Durham stated the way he sees it is if something happens and they need something fixed right away it doesn't have time to go to a committee.

Supervisor Magruder stated he understands that but it also is not clear enough to say it could be wider than that. It could be up to a certain amount of money. In 3.5 what if a county doesn't fund and update. There is nothing that says we can kick them out.

Vice Chairman Gill stated that would default.

Supervisor Magruder stated there is no default clause in there. Or even if they delay a payment.

Vice Chairman Gill asked if it was drafted by legal Council.

Deputy Chief Durham stated it was and has been to all County attorney's.

Chairman Akers stated that there is something of termination of participation that could be added to that and with the Systems Manager is just a job definition that needs to go in conjunction with what they are able to do.

Vice Chairman Gill stated that section 6 talks about termination of participation so you could enhance that and talk about nonpayment.

Chairman Akers stated that you could have something as simple as 'failure to abide by any of the above is cause for termination of this agreement' then go into the termination clause.

Supervisor Johnson stated that it says give one year notice if you decide not to participate.

Supervisor Magruder stated in Fiscal 5.1 the Systems Manager approves payments. He likes checks and payments so maybe a second person approves that.

Administrator Rounds asked does the policy team that sets the budget approve that since he works under them?

Deputy Chief Durham was unsure.

Supervisor Magruder stated that is where it could be covered but there is no oversight on payments. It is always good to have oversight either two people sign something or there is approval and authority given. It just says in 5.1 they can approve payment.

Chairman Akers added consistent with annual budget adopted by the policy team.

Supervisor Magruder stated things can happen and they may adopt a budget but to say repairs and on it just gives a lot of latitude.

Administrator Rounds stated in 5.2 where it says subject to annual review and approval by the policy team you could probably just have it more clearly defined.

Supervisor Magruder stated under 5.5 with the participation fees, it has they will pay no later than July 31 of each year. Because our fiscal year end June 30 and starts July 1 should that be moved to accommodate that?

Deputy Chief Durham stated the way they have done it with Richmond County is they are given a bill dated July 1 and have until July 31 to pay. The Revenue is always coming in July for us.

Supervisor Magruder asked if it had been a problem in the past?

Deputy Chief Durham stated it has not been a problem.

Supervisor Magruder stated no where in the MOU is there a termination date and it needs to have one. It either needs to be reviewed, he prefers no more than 3 years, but there should be a termination or review timeframe as well.

Deputy Chief Durham stated that Max emailed some questions as well. At the end of all of this and we have the first meeting where everyone comes together, Northumberland had some issues with adding things. It is going to be a learning process for all of us starting this thing up.

Supervisor Magruder asked if it would be easier to type these up and send them to you.

Deputy Chief Durham stated he could send them to him.

Supervisor Magruder stated he knows it is on the agenda tonight to approve these.

Administrator Rounds stated that they spoke to Max, he didn't have a real issue adopting it tonight to establish that they were participating.

Mr. Hlavin stated there has been some of back and forth of the process, staging of all of this when it is going to happen. He made a lot of comments on the technicalities of the document and how they will all work together. This was drafted by King and Queen. He is not as familiar with the 2018 agreement but he does not know there are many material changes between that agreement and this agreement. Vivian's preference was to incorporate these new localities, then get everyone to the table to discuss what a new agreement would look like and the mechanics of that. Potentially in the context of it becoming a separate Authority. Originally, they had thought they would all send comments, have a meeting, and use the meeting to draft the agreement. It has turned to the agreement preceding the meeting. There are some outstanding finer points that have been well pointed out. It is not the intent that this will be the final form of how this all works together. Some of the issues are addressed by this is

supported by public dollars. There will have to be some sort of procurement process in place of purchasing those things. He completely agrees with the concerns. Depending on the will of the board he is happy to reflect those through Kyle or himself back to the group and say there are some changes that need to be made before Essex is willing to adopt or we can do that as part of future conversation.

Chairman Akers stated that we could approve contingent on review from legal council and final acceptance of the board.

Mr. Hlavin stated that they could do that. Essex is already a participating County.

Supervisor Magruder stated there is no doubt that we are in there are just tweaks. So we can approve it tonight under that idea.

Supervisor Johnson asked about the annual participating fee for the participating counties, what do those participating counties get for that for contributing that fee?

Deputy Chief Durham stated that they get access to the cores. Without the cores they can't talk or do anything. They are paying to do the software updates on the cores, the windows updates on all of their systems.

Supervisor Johnson asked if the system would operate independently.

Deputy Chief Durham said it would not. If they don't pay it is one little cable and then they can't do anything.

Administrator Rounds stated it is like the brain and the heartbeat.

Supervisor Magruder asked about the Regional Radio is between King and Queen, Richmond County, Mathews, Northumberland, Lancaster and Essex. It also references Town of Tappahannock, Warsaw, Kilmarnock and White Stone. Are all of those towns on equal par with being incorporated? Town of Tappahannock is but are these others.

Vice Chairman Gill stated he believes that they are and Irvington is also Incorporated, they have a town council he is not sure that one is in there.

Deputy Chief Durham stated he believes they are just referring to ones that have public safety.

Supervisor Magruder asked if any of those other towns participating in this other than basically financially other than providing their own radios?

Deputy Chief Durham stated that he believes most of the counties provided them the radios.

Supervisor Johnson asked for it to be explained that they participate through the counties.

Deputy Chief Durham stated that is correct. We got lucky for the Town to purchase their own radios but when Richmond County started theirs they bought all of Warsaw's equipment, Lancaster is buying all of Kilmarnock and White Stone.

Supervisor Magruder stated it is because they have more money than we do.

**AMENDED AND RESTATED
MEMORANDUM OF AGREEMENT
for the
MIDDLE PENINSULA/NORTHERN NECK REGIONAL RADIO SYSTEM**

This Memorandum of Agreement, dated and effective _____, 2023, among the County of King and Queen ("**King and Queen**"), the County of Essex ("**Essex**"), the County of Richmond ("**Richmond**"), the County of Mathews ("**Mathews**"), the County of Northumberland ("**Northumberland**"), and the County of Lancaster ("**Lancaster**"), each a "**Participating County**" and collectively referred to as the "**Participating Counties**," is entered into for the expansion and governance of the Middle Peninsula/Northern Neck Regional Radio System.

**SECTION I
INTRODUCTION**

In order to support the mission-critical communications needs of each Participating County's individual and collective public safety and public service personnel, the Participating Counties desire to improve certain radio facilities and communications capacity and agree that this opportunity can be best realized through joint action and collaboration.

**SECTION II
PURPOSE**

The purpose of this Agreement is to amend, restate, and replace the prior agreement among King and Queen County, Essex County, and Richmond County to expand the regional interoperable radio system ("**the System**") for telecommunication purposes for use by the Participating Counties and Contractual Subscribers, and also for use by the Towns of Tappahannock, Warsaw, Kilmarnock, and White Stone through their respective Participating Counties, where such System will allow users to communicate between their own locations and with each other.

The System will consist of components including radio and microwave radio devices, fiber-optic cable, conduit, electronic equipment, and other necessary equipment for the transportation of voice and data signals. Participation in the System will include the installation and maintenance of radio and other System equipment and the technical and administrative functions necessary to develop, operate, and maintain the System. Participating Counties and Contractual Subscribers are responsible for procuring equipment compatible with the System and shall own all equipment that has been independently procured or financed (including any repairs, parts, accessories, equipment, and devices furnished, affixed to, or installed on any equipment that has been procured or financed and is the subject of a security interest). The cooperative nature of the System and its operations does not preclude or override the Participating Counties' or Contractual Subscribers' ownership or financing obligations associated with equipment procured or financed independent of the System.

The System envisioned by this Agreement is intended to be flexible, serving the purpose of improving communications by using technological components that will, at any given time, best accomplish that purpose. The Participating Counties expect that over time the components of the System may change as needs and capacities of technology and the users change.

The System is further described as (a) UHF trunked radio system infrastructure (consisting of tower sites and related operations) and a single channel 800 MHZ interoperability overlay, (b) the system network switching center/controller and all subsystems currently part of the radio system (c) all hardware and software encompassed in the foregoing infrastructure, (d) all updates and enhancements to the foregoing, and (e) the FCC licenses, which may be issued to a specific geographic locality but the use of which will be shared System wide by the terms of this Agreement to permit full and optimal System function. The System does not include mobile and portable radio subscriber devices which are the responsibility of each Participating County.

SECTION III **GOVERNANCE**

- 3.1 Each Participating County shall appoint representatives to a Policy Team which shall exercise those duties and responsibilities as described below. The Policy Team shall consist of two voting representatives appointed by the Board of Supervisors of each Participating County who are authorized to act on behalf of the appointing locality in matters related to the System. Each representative shall have one (1) vote on matters before the policy team. Non-voting liaisons may participate with the Policy Team when and as assigned by the county administrator of any Participating County.
 - 3.1.1 The Policy Team shall be responsible for the oversight of policy and fiscal issues, including the establishment of an annual budget for each fiscal year and the oversight of expenditures related to the System, subject, however, to authorizations and appropriations of necessary funds by the governing bodies of the Participating Counties.
 - 3.1.2 To allow for timely system management policy, implementation of standard operating procedures and system policies, system maintenance, and service on the system, the Policy Team shall appoint one regional radio system manager (the **"System Manager"**) who shall serve as the radio system executive officer and whose duties shall include overseeing the function of the system, coordinating and managing issues which may arise among Participating Counties, and representing the System at the local, state, and federal levels. The System Manager will serve as chair of the Policy Team.
 - 3.1.3 To allow for timely implementation of such standard operating procedures and system policies, to allow for the allocation of frequency and data bandwidths, and to provide day to day local level management and maintenance of the System, each Participating County shall assign an individual to act on behalf of that

county to serve as a locality radio services agent (the “**Local Agent**”) to oversee, respond to, and serve as a point of contact for day-to-day matters relating to the System. The Local Agent may be, but is not required to be, a member of the Policy Team. In order to efficiently manage the System and to preserve its integrity and function, the Local Agent will at all times coordinate with the System Manager for day-to-day functions and operations of the System and will serve as the single point of contact for the locality for the System, except that in the absence of the Local Agent, he or she may appoint an alternate to serve in his or her stead. Individual radio committees or other stakeholder groups will be represented by the Local Agent regarding System related items.

- 3.2 Subject to available and approved funding, the System Manager may secure contractual services with professional experts and consultants as required to serve and/or protect the interests of the System and/or the Participating Counties.
- 3.3 In no event shall Participating Counties be liable to each other for any indirect, incidental, special, or consequential damages, including, without limitation, damages attributed to any malfunction of the system, regardless of the cause of action, arising out of or in connection with a party's performance.
- 3.4 Any locality seeking to participate in the System as either a Participating County or Contractual Subscriber may be admitted to the System on such terms and conditions as unanimously agreed upon by the Policy Team together with an amendment of this Agreement.
- 3.5 Necessary and periodic updates, software enhancements, and emergency technologies will be funded regionally through the established operating funding process. If either the System Manager or a Local Agent determines major system enhancements are required beyond necessary and periodic updates, Policy Team approval will be required for the completion of any such enhancements, and all such enhancements are subject to funding allocations and appropriations from all Participating Counties in proportions determined by the Policy Team.
- 3.6 The Participating Counties will individually and collaboratively seek grants to enhance the System. Matching requirements for collective System grants must be approved in advance by all Participating Counties and allocated and paid according to percentages established by the Policy Team and agreed to by all affected Participating Counties. Participating Counties also may seek grants for the benefit of their respective localities only (e.g., subscriber equipment or accessories grants) for which any match requirements will be the sole responsibility of the applicant/recipient locality.
- 3.7 Participating Counties and Contractual Subscribers will be individually responsible for maintaining adequate insurance on equipment and infrastructure owned by their respective jurisdictions.

- 3.8 The System Manager and the Policy Team may designate committees, subcommittees, and user groups as necessary to develop and operate on the System. Actions of such committees, subcommittees, and user groups are subject to approval of the System Manager. Appeals of System Manager decisions may be reviewed by the Policy Team.

SECTION IV **CONTRACTUAL SUBSCRIBER**

- 4.1 Any other jurisdiction or entity may participate on the System without becoming a Participating County if approved for such participation by the Policy Team (a “**Contractual Subscriber**”). Each Contractual Subscriber will be billed and shall pay an initial fee and an annual fee established by the Policy Team and as set forth in Section V below.
- 4.2 Each Contractual Subscriber shall be solely responsible for the installation and maintenance of any connectivity items required by that Contractual Subscriber for connection to the network switching center for dispatch consoles.
- 4.3 All hardware and infrastructure components proposed or required by a Contractual Subscriber, including installation services and contractors for integration into the System, are subject to review and approval by the System Manager for compliance with System standards.
- 4.4 Each Contractual Subscriber shall provide to the System Manager no later than December 30 of each year written notice of any changes to the next fiscal year equipment list, talk group list, and subscriber count.

SECTION V **FISCAL**

- 5.1 **Fiscal Agent.** King and Queen County will serve as the fiscal agent for the System and shall maintain a radio system enterprise fund (the “**Fund**”). The Policy Team will draft and approve an annual operating budget governing the use of the Fund by the radio System Manager. The System Manager is authorized to approve the payment of expenditures from the Fund consistent with the annual budget adopted by the Policy Team.
- 5.2 All System users are subject to, and shall pay to the Fiscal Agent, the following fees and charges, subject to annual review and approval by the Policy Team:
- 5.1.1 Joint Services Fees pursuant to paragraph 5.3 below.
 - 5.1.2 An Initial Fee pursuant to paragraph 5.4 below.
 - 5.1.3 Annual Participation Fees pursuant to paragraph 5.5 below.

- 5.3 **Joint Services Fees.** Certain joint services are billed under existing contracts or procedures, including, but not limited to, microwave tower space rentals, voice logging recorders, hardware, and subscriber fees. Invoices received for such joint services will be billed to the Fiscal Agent. The Fiscal Agent will bill to each Participating County, and each Participating County will pay to the Fiscal Agent within sixty (60) days of receipt of any such joint services bill, all costs so billed in accordance with any current or future agreement.
- 5.4 **Initial Fee.** No later than February 1 of each year, the Policy Team shall establish and approve an Initial Fee to be charged to any entity or locality wishing to become a Contractual Subscriber or a Participating County and will be established based on the number of proposed tower sites. The System Manager will calculate and provide to the Policy Team a recommended initial fee each year for each site, which recommended initial fee will be considered by the Policy Team. Any locality or entity approved to become a Contractual Subscriber or a Participating County shall pay to the Fiscal Agent the applicable Initial Fees no later than sixty (60) days after approval to participate as a Contractual Subscriber or a Participating County.
- 5.5 **Annual Participation Fees.** Annually, the Policy Team will establish an Annual Participation Fee which shall be paid each year by each Contractual Subscriber and by each Participating County, except that a Contractual Subscriber or a Participating County is not subject to the Annual Fee in the year the Contractual Subscriber or Participating County is subject to an Initial Fee pursuant to paragraph 5.4 herein. The Annual Fee is intended to support shared operating needs of the System and shall be paid no later than July 31 of each year.

SECTION VI

TERMINATION OF PARTICIPATION

- 6.1 Any Participating County desiring to terminate its participation in the System shall provide one year's prior notice to all Participating Counties of its intent to terminate its participation. Such withdrawing Participating County shall be solely responsible for all costs associated with its removal from the System and for its share of all capital and operating costs for the one year period following the notice of withdrawal.
- 6.2 All System frequencies shall remain part of the System unless otherwise authorized by the licensing authority.

By signing this Agreement, the Participating Counties agree to collaborate to improve homeland security, as well as improve the safety of the citizens within our localities, by maintaining and improving our wide area P25 compliant radio communications infrastructure.

Any amendments to this Memorandum of Agreement shall be approved by the governing bodies of all Participating Counties.

Vivian Seay, County Administrator
King and Queen County

Date

April Rounds, Interim County Administrator
Essex County

Date

Hope D. Mothershead, Interim County Administrator
Richmond County

Date

Ramona Wilson, County Administrator
Mathews County

Date

Luttrell Tadlock, County Administrator
Northumberland County

Date

Don G. Gill, County Administrator
Lancaster County

Date

Personnel Policy Amendment – Deputy Chief Durham and Attorney Hlavin

s5.4 Leave

A. Annual Leave

Full-time employees will accrue paid annual leave for personal purposes at the following rates and shall be used on an hour for hour basis.

0-5 years of service 8 hours per calendar month

Over 5 years through 10 years 10 hours per calendar month

Over 10 years 12 hours per calendar month

Requests to use annual leave shall be approved in advance by the County Administrator or department head. Leave is not eligible at all times: the County Administrator and department heads have a primary obligation to ensure that the County's service to the citizens is carried out. Leave approval will not normally be granted in excess of two weeks out of any six week period.

The annual leave credits provided may be used, at the option of the employee, to provide paid absences for vacation and other personal purposes, or for absences in excess of the credits available for other kinds of leave.

No annual leave credit shall be provided for service less than a full semi-monthly pay period; the credit for a full semi-monthly pay period or more but less than one calendar month shall be one half of the credit to which the employee is entitled for one calendar month of service.

Annual leave credits may be accumulated not to exceed at the date of separation or at the end of any fiscal year: 192 work hours for employees with less than 5 years of service, 240 work hours for employees with over 5 to 10 years of service, 280 hours for employees with over 10 to 20 years of service and 336 work hours for employees with more than 20 years of service.

Upon separation, an employee shall be entitled to payment for all unexpired credited annual leave based on the employee's current rate of pay at the time of separation. such payment to be adjusted as necessary in accordance with any Employee Training Agreement in effect at the time of separation. In the event of the death of an employee, the employee's estate shall be entitled to payment for any unused balance of annual leave allowances at the time of death.

Deputy Chief Durham stated that about 6 months ago or longer the Emergency Services had gone to the County Administrator. They couldn't hire people and decided to reach out to people who had no training whatsoever. When hiring someone who doesn't have training it cost a lot of money to send them to training; EMT, Fire 1, Hazmat OP, Fire 2 outfitting them with gear, uniforms, when they are in class they are not working so we have to cover for them. It becomes a significant amount of money when you hire somebody. Working with Max and April we have come up with an employee training agreement that basically gives them the ability to recover some of those costs. Right now he can send all of these people to classes and the day that they get their paperwork or cards they can say see you later and we are out a lot of money. The training agreement is based on years and dollar amount. Part of that was changing the personnel policy for annual leave to say if an employee leaves under the training agreement we are able to hold their annual leave as part of payment to be able to pay that back.

Supervisor Johnson asked once we bring them on board we would have an understanding upfront not after the fact?

Deputy Chief Durham stated that is correct and this is a start.

Vice Chairman Gill stated it is an excellent document and we need it.

Supervisor Magruder asked if this included cost for travel, food and accommodations as part of that training cost or is this strictly the training?

Vice Chairman Gill showed where that was in there.

Deputy Chief Durham stated that this is not just for them but for the entire county. It started with just Emergency Services but with meetings with Max it was a whole lot easier to do it across all departments.

Supervisor Magruder stated somewhere in here it has April Round's name and if this is going to be a long term document we might want to strike that or maybe it has already been taken out. It needs to say County Administrator or something.

Mr. Hlavin stated it allows the county to appoint a substitute as part of that mechanic. It is initially done that way.

Supervisor Magruder asked for clarification in 7.A. stated they cannot deduct money from their salary but if they have vacation leave owed that they can pull from is that not considered salary?

Mr. Hlavin stated that not pulling from wages which is essentially the basis for salary protects under fair labor standards. The unpaid vacation is a benefit separate from salary.

Supervisor Magruder asked the County Administrator that when employees do their review this needs to be emphasized with the department heads. The people that have these need to be reminded. He would not want them to all of a sudden at some point say they didn't know about it or forgot about it. He knows it is a legal document but does not want that friction. The last thing is under number 8 about retirement. If someone goes to that training and then retires before that two year time period is that going to be a problem?

Mr. Hlavin stated it is still separation from employment.

Deferred to August WS: Planning Commission: Comprehensive Plan Overview – David Jones

Chairman Akers stated that they had on the schedule for the Planning Commission update but Chairman Jones is on vacation next week. He knows they are working through it so we will get an update next month.

Supervisor Magruder stated he shared with the Chairman this. He asked the GIS department to overlay the conservation easements over top of the zoning. This document should probably go to the planning commission as well. As they are looking for areas for rural residential development or deferred development services and you see a bunch of conservation easements it is going to change their perspective on the comprehensive plan on where we need to develop for the future and where we can't.

Supervisor Magruder stated he was talking to Robbie Longest at the extension office. We had authorized to pay for half of a full-time position to do 4H education. They are trying to do a quicker hire or an emergency hire, so if we know anyone who is interested in that position. They are working on the job description and we will put it on our website. They do not want to wait until December to go through this long lengthy process. Virginia Tech has gotten permission to do this as an emergency hire to get them on board more quickly. They are looking for anyone who has experience working with youth but not a requirement. They do not have to have an AG background. They just need someone who is interested in that and has youth experience.

Vice Chairman Gill asked how this would be posted?

Supervisor Magruder stated it would be on the Tech website and he told Robbie to give us a copy so we can put it on our website and is hoping Middlesex will do the same. They do not want to wait 5 more months they would like to have someone by the end of September.

Chairman Akers stated that the NPA has gotten the greenlight to kick back up again and they were supposed to have a meeting tomorrow that has been cancelled. They couldn't get everybody's schedule together on that. He was talking to April a little on that and he was previously a representative on the NPA as well as Monte Gladding from the town. We can discuss if we want to reappoint that or keep it the same. One idea he had since a lot of that coincides with the MPPDC and because we have two representatives it may be good to have one of you all go on behalf of the NPA. It is just something to think about.

ADJOURN

Having no further discussion, Chairman Akers adjourned the Work Session meeting of the Board of Supervisors.

Chairman

Clerk of the Board