



Appomattox April 28, 2020 Workshop Meeting Agenda

Appomattox Municipal Building, 210 Linden Street, Appomattox, Virginia 24522

Tuesday, April 28, 2020

6:00 PM – April 28, 2020 Workshop Meeting

(Location: Appomattox Municipal Building, 210 Linden Street, Appomattox, Virginia 24522)

Call to Order

Discussion Items

1. Discussion and consideration of the Law Enforcement Agreement
2. Discussion of the Town budget for Fiscal Year 2021 including presentations of non-profit organizations for donations/contributions.
3. Ratify reduction of Utility Billing rates by 25% for April and May 2020 billing periods

Council Comments

Council Standing Committee Reports

Staff Reports

Adjournment

Item Attachment Documents:

1. Discussion and consideration of the Law Enforcement Agreement

AMENDMENT TO AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

WHEREAS, the TOWN OF APPOMATTOX, VIRGINIA, a municipal corporation, hereafter referred to as "Town" and the COUNTY OF APPOMATTOX, VIRGINIA, hereafter referred to as "County" entered into an agreement dated 7/20/2016 to provide law enforcement services through the Appomattox County Sheriff's Office (copy attached as ATTACHMENT A), and

WHEREAS, the Town has been approached by the Sheriff's Department to provide additional supplemental funding to the County for a full time staff position within the Sheriff's Department which would be solely dedicated to drug enforcement activities, and

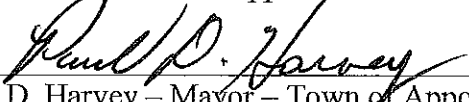
WHEREAS, the Town, in its efforts to preserve and protect its citizens against such illegal activities within its boundaries, agrees that additional supplemental funding may be beneficial to curtail such activities.

NOW THEREFORE, that for and in consideration of the mutual covenants and agreements contained herein, the Town and the County agree to amend the "AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES" dated 10/9/2013 as follows:

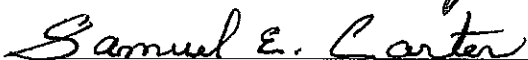
1. The Town agrees to provide additional funding to the County for law enforcement services that will be dedicated toward the establishment of a full time drug enforcement officer within the Appomattox County Sheriff's Department. This supplemental funding shall be determined on an annual basis and subject to appropriation by the Appomattox Town Council as part of its annual budget preparation cycle. This funding may be used for salary (at least the salary rate allowed by the Compensation Board), FICA, Life Insurance, and Unemployment Insurance.

2. In consideration for this supplemental funding the Appomattox County Sheriff agrees to the following:

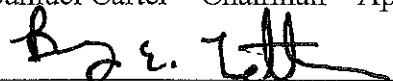
- Provide the Appomattox Town Council quarterly reports on the Department's efforts to reduce and/or eliminate drug activities within the Town.
- A meeting with the Town Manager if requested, to provide quarterly updates for arrests made and locations of drug activities filed with the courts, pending court cases, court case outcomes, or other non-confidential information related to drug activities, etc.
- Submit an annual written summary report that provides information for the Town's evaluation as to the effectiveness of the drug enforcement activities especially as it relates to the Town of Appomattox.


Paul D. Harvey – Mayor – Town of Appomattox

6/27/2016
Date


Samuel Carter – Chairman – Appomattox Board of Supervisors

7/19/2016
Date


Barry Letterman – Sheriff – Appomattox County

7-20-16
Date

AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

WHEREAS, the TOWN OF APPOMATTOX, VIRGINIA, a municipal corporation, hereafter referred to as "Town" and the COUNTY OF APPOMATTOX, VIRGINIA, hereafter referred to as "County" entered into an agreement dated May 24, 1989 to provide law enforcement services through the Appomattox County Sheriff's Department (copy attached as Appendix A), and

WHEREAS, this agreement was amended May 2, 2005 tying the payments to the County for law enforcement services referred to in the May 24, 1989 agreement to the total payments received from the Department of Criminal Justice Services for the Town's allocation for HB 599 State funding (copy attached as Appendix B), and

WHEREAS, both the Town and the County agree that the terms and conditions of the May 24, 1989 agreement and its subsequent amendment dated May 2, 2005 have outlived their useful life and a new agreement needs to be structured.

NOW, THEREFORE that for and in consideration of the mutual covenants and agreements contained herein, and the Appomattox County Sheriff agrees to continue to furnish law enforcement services to the Town within the corporate limits of the Town as set forth herein: and the County agrees to hold harmless and limit liability of the Town as set forth in paragraph 8.

This agreement is made pursuant to and subject to the following covenants and restrictions:

1. The Appomattox County Sheriff shall make every effort to provide the services of one officer within the Corporate Limits of the Town at all times unless an emergency shall arise and all deputies are needed elsewhere in said County,
2. The Appomattox County Sheriff shall be responsible for enforcement of ordinances of the Town within the Town and on real estate owned by the Town without the corporate limits of the Town.
3. The Town agrees that all rights to the equipment and property listed on "Schedule A" of the May 24, 1989 law enforcement services agreement are hereby released by the Town and said equipment and property is the sole possession of the County.
4. The Town agrees to provide a "stipend" to the current Appomattox County Sheriff, as of July 1, 2013, in the amount of \$6,000 annually for services rendered. This stipend shall be discontinued in perpetuity should the Sheriff of Appomattox County holding office as of July 1, 2013 discontinue service as the Sheriff of Appomattox County. This "stipend" shall be paid in quarterly payments based on the approval of the Town Council and can be discontinued at any time with a majority vote of the Town Council.

5. The Town agrees to provide a base amount, to be determined annually, of funding for an additional deputy in the Appomattox County Sheriff's Office equal to the allocation provided by the Department of Criminal Justice Services through the HB 599 State aid to localities.

6. The Town agrees to provide additional funding, above the HB 599 allocation, which would supplement the funding needed for an entry level deputy. The makeup of that funding would be salary, FICA, VRS, Life Insurance, and Unemployment Insurance. Both the HB 599 and supplemental funding are not guaranteed annually and would be subject to review by the Town Council as part of the annual budget preparation cycle.

7. In consideration of any funding provided by the Town for an additional deputy to the Appomattox Sheriff's office the Sheriff agrees to the following:

- Make periodic/random property checks of businesses when closed and private residences/properties, when requested, by the owner within the corporate limits of the Town and leave visible evidence of the Sheriff Departments presence on said property.
- Make random checks on vehicles that seem out of place.
- The Sheriff or Major will appear quarterly before the Town Council and provide an update of the activities of the Sheriff's Office performed over the preceding quarter within the corporate limits of the Town.
- The quarterly update shall include, but not limited to, statistics regarding the number of businesses and residences visited over the quarter, hours of vehicular patrol time logged within the corporate limits of the Town, summary of warrants/tickets/court appearances, etc. spent in prosecuting illegal activities within the corporate limits of the Town, and a summary review of any illegal activities within the Town that seem out of the norm to what would be deemed acceptable/expected by the Sheriff's Department.

8. The County agrees to hold harmless the Town from any direct liability for payment of salaries, wages or other compensation or purchases of any equipment, materials or supplies for the law enforcement services to be provided pursuant to this agreement. The Town shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of the performance of duties under the performance of this agreement.

9. All agreements regarding the provision of law enforcement services provided by the Sheriff are hereby terminated.

10. This agreement shall remain in place in perpetuity unless either party provides a written notice to the other that it wishes to terminate the agreement. A minimum of 12 months notice shall be given prior to termination of the agreement.

Paul D. Harvey

Dr. Paul D. Harvey, Mayor
Town of Appomattox

10-9-13

Date

G. W. Tanner

Gary Tanner, Chairman
Appomattox County Board of Supervisors

10-7-2013

Date

Barry E. Letterman

Barry Letterman, Sheriff
Appomattox County

10-8-13

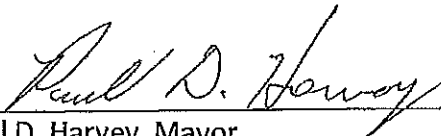
Date

**Town/County Law Enforcement Services Agreement dated May 2, 2005
Amendment I**

The purpose of this amendment is to establish a basis for funding for the FY 2010. The Town of Appomattox receives 599 funding to offset police protection expenses. The Town of Appomattox, as previously identified in this agreement, agrees to pay unto the County of Appomattox, the sum paid to the Town of Appomattox by the Department of Criminal Justice Services, a sum that is not to exceed the 599 Allocation for each Fiscal Year.

The HB 599 funding was reduced during the FY 2010. It is the desire of the Appomattox Town Council to appropriate and fund the original HB599 amount of \$47,380.00 for FY 2010, regardless of the reduction by the Department of Criminal Justice Services.

Except as expressly set forth in this amendment, all other provisions of the agreement dated May 2, 2005 including Schedule A, shall remain in full force and effect.



Paul D. Harvey, Mayor
Town of Appomattox

3-16-10
Date



Gary Tanner, Chairman
Appomattox County Board of Supervisors

4/5/2010
Date

THIS AGREEMENT, made in duplicate the 2ND day of MAY, 2005 by and between The COUNTY OF APPOMATTOX, VIRGINIA hereinafter called "County", and the TOWN OF APPOMATTOX, VIRGINIA herein called "Town".

WHEREAS, the County and the Town entered into a certain contract dated May 1, 1989 in which the Sheriff of Appomattox County shall be Chief Law Enforcement Officer of the Town of Appomattox as shown on said contract attached hereto a Schedule A.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and agreements contained herein, the County agrees to furnish to the Town of Appomattox law enforcement services within the corporate limits of said Town as set forth herein.

This agreement is made pursuant to and subject to the following covenants and restrictions:

- 1) The above mentioned contract dated May 24, 1989 and attached here to as Schedule A is hereby adopted in full with the following exceptions:
 - A) Beginning July 1, 2005, the Town agrees to pay unto the County, quarterly, a sum paid to the Town of Appomattox, quarterly, by the Department of Criminal Justice Services a sum not to exceed the 599 Allocation for each Fiscal Year.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

Samuel E. Carter
COUNTY OF APPOMATTOX
BY: Samuel E. Carter
Chairman, Board of Supervisors

Aileen T. Ferguson
Aileen T. Ferguson
County Administrator

Ronald C. Spiggle
TOWN OF APPOMATTOX
By: Ronald C. Spiggle
Mayor

Roxanne W. Mundy
Roxanne W. Mundy, CMC
Town Clerk