

VIRGINIA:

A meeting of the Lancaster County Board of Supervisors was held in the courthouse of said county on Thursday, February 22, 2001.

Present: F. W. Jenkins, Chairman
Cundiff H. Simmons, Vice Chair
Donald O. Conaway, Board Member
Patrick G. Frere, Board Member
B. Wally Beauchamp, Board Member
William H. Pennell, Jr., County Administrator

Others

Present: Robert Mason, Rappahannock Record

Mr. Jenkins called the meeting to order at 7:00 p.m.

PRESENTATIONS

Auditor's Report of FY2000 Combined Annual Financial Report – Tabled until the March 29, 2001 board meeting because of the inclement weather.

Estimated Population of Lancaster County by Month of the Year – Tabled until the March 29, 2001 board meeting because of the inclement weather.

PUBLIC HEARINGS

Theodore R. Harcum, Jr. – Special Exception Application – Mr. Jenkins stated the applicant is requesting a special exception for placement of an individual manufactured home on property located off Route 614 near Brookvale. Mr. Harcum has met all the requirements for placing a manufactured home.

Mr. Conaway made a motion that Theodore R. Harcum, Jr.'s special exception application be approved.

VOTE: 5 – 0 Aye.

Clarence A. Reed, Jr. – Special Exception Application - Mr. Jenkins stated the applicant is requesting a special exception for placement of an individual manufactured home on property located at the intersection of Routes 642 and 643 near White Stone. Mr. Reed has met all the requirements for placing a manufactured home.

Mr. Simmons made a motion that Clarence A. Reed, Jr.'s special exception application be approved.

VOTE: 5 – 0 Aye.

CONSENSUS DOCKET

Motion was made by Mr. Conaway to approve the Consensus Docket and recommendations as follows:

Minutes of January 25, 2001

Recommendation: Approve the minutes.

Minutes of January 29, 2001

Recommendation: Approve the minutes

Minutes of February 5, 2001

Recommendation: Approve the minutes

Minutes of February 8, 2001

Recommendation: Approve the minutes

Minutes of February 13, 2001

Recommendation: Approve the minutes

VOTE: 5 – 0 Aye.

CONSIDERATION DOCKET

The Board considered the following items on its Consideration Docket:

1. **Approval of January 2001 Salaries and Invoice Listings**

Motion was made by Mr. Beauchamp to approve the Salaries for February 2001 in the amount of \$124,047.23 and Invoice Listings for February 2001 in the amount of \$332,879.52.

VOTE: 5 – 0 Aye.

2. **Lively Turning Point, Inc. – Tax Exempt Request** – Tabled until the March 29, 2001 board meeting because of the inclement weather.

3. **Glenn and June Steel – Extension of Special Exception** – Mr. Pennell stated that Mr. and Mrs. Steel were not present however, he believes that their request for an extension of special exception should be granted for an additional six months.

Mr. Frere made a motion to extend Mr. and Mrs. Steel's special exception for six months.

Mr. Conaway asked how often can a request for an extension of a special exception be made?

Mr. Pennell stated as often as you like as long as it's prior to the expiration date.

Mr. Conaway asked if the person could call and get an extension?

Mr. Pennell stated not unless the board would like to change the conditions. A request of this nature does not happen often and you may want to allow staff to make those decisions.

Mr. Conaway stated that in the ten years he has served on the board, these special exception applications on individual manufactured homes have gotten to be routine. He believes staff should handle this unless there are specific concerns dealing with the special exception. By doing so, this would free the agenda.

Mr. Pennell said if Mr. Frere would reconsider his motion to state from now on applicants would have up to one year to get their building permit upon receiving a special exception.

Mr. Frere amended his motion to lengthen the time limit for the special exception application deadlines to one year. In addition, extend Mr. and Mrs. Steel's special exception for six months.

VOTE: 5 – 0 Aye.

4. Statewide Mutual Aid Agreement - Mr. Pennell stated the Virginia Municipal League and Virginia Association of Counties worked together with the State Department of Emergency Services to have a system in place in case of an emergency and counties need to call on the assistance from other counties there will be a method to do so. Many counties in Virginia have already adopted this resolution and he recommends that Lancaster County do the same.

Mr. Beauchamp made a motion to adopt the Statewide Mutual Aid for Emergency Management Resolution as presented.

WHEREAS, the Commonwealth of Virginia Emergency Services and Disaster Law of 2000, as amended, (Title 44, Chapter 3.2 of the Virginia Code) authorizes the Commonwealth and its political subdivisions to provide emergency aid and assistance in the event of a major disaster; and

WHEREAS, the statutes also authorize the State Emergency Operations Center to coordinate the provision of any equipment, services, or facilities owned or organized by the Commonwealth or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual aid in accordance with Title 44, Chapter 3.2 of the Code of Virginia among political subdivisions, other authorized entities and officers within the Commonwealth;

NOW, THEREFORE BE IT RESOLVED, that the Lancaster County Board of Supervisors shall have the authority to participate in Statewide Mutual Aid in the event of emergency or disaster in accordance with the following terms and conditions, which shall be in the nature of a compact and agreement among participating entities which have adopted similar executive orders, ordinances or resolutions. This Statewide Mutual Aid program may include requests for and provision of personnel, equipment, materials, and other forms of assistance, or any combination of assistance, to any entity within the Commonwealth, pursuant to the following terms and conditions:

SECTION 1. DEFINITIONS

- A. "EVENT AGREEMENT" -- a contract between two member political subdivisions entered into at the time of emergency in which the Assisting Party agrees to provide specified resources to the Requesting Party under the terms and conditions specified in the Agreement.
- B. "REQUESTING PARTY" -- the member political subdivision requesting aid in the event of an emergency or disaster and participating in the Statewide Mutual Aid Program pursuant to the terms and conditions of this Resolution.
- C. "ASSISTING PARTY" -- the member political subdivision furnishing equipment, services and/or manpower to the Requesting Party, and participating in the Statewide Mutual Aid Program ("the Program") pursuant to terms consistent with those in this Resolution.

D. "AUTHORIZED REPRESENTATIVE" -- an officer or employee of a member political subdivision authorized in writing by that entity to request, offer, or provide assistance under the terms of this Resolution.

E. "DEPARTMENT" -- the Department of Emergency Management.

F. "EMERGENCY" -- any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment.

G. "DISASTER" -- any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by the Governor or the President of the United States.

H. "IMPLEMENTATION GUIDEBOOK" -- Guidance document promulgated by the Department to assist member political subdivisions with Statewide mutual aid activities, to provide procedures and minimum standards for participation, and to provide for compliance with state and federal reimbursement requirements.

I. "MAJOR DISASTER" -- a disaster which is likely to clearly exceed local capabilities and require a broad range of state and federal assistance.

J. "MEMBER POLITICAL SUBDIVISION" -- any political subdivision or authorized officer or agency within the Commonwealth of Virginia which maintains its own emergency services organization and plan and which enacts an ordinance or resolution or promulgates an executive order with terms substantially similar to those set out in this Resolution, authorizing Statewide mutual aid pursuant to Title 44 of the Virginia Code.

K. "STATE EOC" -- the Virginia Emergency Operations Center from which assistance to localities is coordinated when local emergency response and recovery resources are overwhelmed. This facility is operated by the Virginia Department of Emergency Management.

SECTION 2. PROCEDURES FOR PROVISION OF MUTUAL AID

When a member political subdivision either becomes affected by, or is under imminent threat of an emergency or disaster and, as a result, has officially declared an emergency, it may request emergency-related mutual aid assistance by: (1) submitting a Request for Assistance to an Assisting Party or to the State EOC, or (2) orally communicating a request for mutual aid assistance to an Assisting Party or to the State

EOC, followed as soon as practicable by written confirmation of the request. Mutual aid shall not be requested by a member political subdivision unless resources available within the stricken area are deemed to be inadequate. All requests for mutual aid must be transmitted by the Authorized Representative of the member political subdivision or the Director of Emergency Management. No member political subdivision shall be required to provide mutual aid unless it determines that it has sufficient resources to do so.

- A. **REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the Authorized Representative of the Assisting Party and provide the information in the Request Form prescribed in the SMA Implementation Guidebook. Each Assisting Party must communicate directly with the Requesting Party in order to execute an Event Agreement. The Requesting Party shall be responsible for keeping the State EOC advised of the status of mutual aid activities.

- B. **REQUESTS ROUTED THROUGH, OR ORIGINATING FROM THE STATE EOC:** The Requesting Party may directly contact the State EOC, in which case it shall provide the information in the Request Form in the SMA Implementation Guidebook. The State EOC may then contact other member political subdivisions on behalf of the Requesting Party. Once identified, each Assisting Party must communicate directly with the Requesting Party in order to execute an Event Agreement.

- C. **ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE:** When contacted by a Requesting Party, or by the State EOC on behalf of a Requesting Party, the Authorized Representative of any member political subdivision agrees to assess local resources to determine available personnel, equipment and other assistance.

- D. **SUPERVISION AND CONTROL:** When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, which shall advise supervisory personnel of the Assisting Party of work tasks, for assignment to personnel. Direct supervision and control of personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party. At least twenty-four hour advance notification of intent to

withdraw personnel or resources shall be provided to the Requesting Party unless such notice is not practicable, in which case such notice as is reasonable shall be provided.

- E. **FOOD, HOUSING, AND SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.
- F. **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.
- G. **RIGHTS AND PRIVILEGES:** Whenever the officials, employees and volunteers of the Assisting Party are rendering aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment or position.
- H. **TERM OF DEPLOYMENT:** The initial duration of a request for assistance is normally seven days and may be extended, if necessary, in seven day increments. However, the duration may be shorter or longer as reflected in the Event Agreement.
- I. **SUMMARY REPORT:** Within ten days of the return of all personnel deployed under SMA, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party and to the Department. The Report shall be in a format prescribed by the Department and shall include a chronology of events and description of personnel, equipment and materials provided by one party to the other.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided pursuant to this Resolution shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the Event Agreement.

- A. **PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses (including travel expenses, benefits, workers' compensation claims and expenses) incurred during the period of assistance, unless agreed to otherwise by the parties in the Event Agreement.
- B. **EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the disaster. Each Party shall maintain its own equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.
- C. **MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Party's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the disaster. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Department.
- D. **RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party in accordance with existing policies and practices. Requesting Party and Department finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel. Later, Department personnel will provide assistance to the Requesting Party in seeking federal/state reimbursement.
- E. **PAYMENT:** Unless otherwise mutually agreed, the Assisting Party shall bill the Requesting Party for all reimbursable expenses with an itemized statement as soon as

practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with applicable federal or State regulations. The Requesting Party shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the statement, unless otherwise agreed upon.

- F. **WAIVER OF REIMBURSEMENT:** A member political subdivision may assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided.

SECTION 4. INSURANCE

- A. **WORKERS' COMPENSATION COVERAGE:** Each member political subdivision shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers' Compensation Act.
- B. **AUTOMOBILE LIABILITY COVERAGE:** Each member political subdivision shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Member political subdivisions agree to obtain automobile liability coverage with a limit of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles. It is understood that the local government may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of each member political subdivision to determine if the volunteer company has automobile liability coverage as outlined in this section.
- C. **GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY:** To the extent permitted by law and without waiving sovereign immunity, each member political subdivision shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Resolution. Each member political subdivision agrees to obtain general liability, public officials liability and law enforcement liability, if applicable, with minimum single limits of no less than one million dollars.

SECTION 5. ROLE OF THE DEPARTMENT OF EMERGENCY MANAGEMENT

The Department shall, during normal operations, provide staff support to political subdivisions, officers and authorized agencies, serve as the central depository

for agreements, resolutions, ordinances and executive orders, maintain a current listing of member political subdivisions, and provide a copy of this listing to each on an annual basis. The State EOC shall, during emergency operations, (1) request mutual aid on behalf of a member political subdivision, under the circumstances identified in this Agreement, (2) keep a record of all Requests for Assistance and Acknowledgments, (3) report on the status of ongoing emergency or disaster-related mutual aid as appropriate, and assist participants in meeting all procedural and other requirements, including those pertaining to federal and state cost reimbursement.

SECTION 6. SEVERABILITY AND THE EFFECT ON OTHER RESOLUTIONS

Should any portion, section, or subsection of this Resolution be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Resolution shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated. In the event that any parties to this Resolution have entered into other mutual aid agreements, those parties agree that said agreement will remain in effect unless they conflict in principle with this Resolution in which case they are superseded by this Resolution. In the event that two or more parties to this Resolution have not entered into another agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Resolution shall apply between those parties.

VOTE: 5 – 0 Aye.

BOARD REPORTS

Mr. Beauchamp made a motion to appoint Weston Conley the Redistricting Commission.

Mr. Frere asked if this appointment would be for District IV or the at-large member?

Mr. Beauchamp stated this would be for the at-large membership.

Mr. Frere asked if each board member would be given an opportunity to nominate a representative as an at-large member?

Mr. Beauchamp said he made this nomination based on Mr. Jenkins motion made at a previous meeting.

Mr. Frere said he thought that initially the commission would start with five members, one from each district and possibly expanding to seven if necessary.

Mr. Pennell stated the minutes read “Mr. Jenkins made a motion to establish a commission to study redistricting based on the 2000 Census, each voting district to have its own representative with the ability to increase commission membership if so desired by the Board of Supervisors”.

Mr. Beauchamp stated the last commission consisted of seven members.

Mr. Simmons stated until the board can establish guidelines for appointing the at large members, he recommends that Mr. Beauchamp withdraw his motion.

Mr. Frere stated he does not have an objection to Weston Conley however would like to know that each district will have an opportunity to nominate an at-large member and each district is represented equally and fairly.

Mr. Conaway asked how will we determine which board members would nominate an at-large members?

Mr. Simmons stated that when a nomination is made the board will vote.

Mr. Frere amended the motion to appoint one person from each district to the Redistricting Commission and four at-large members.

VOTE: 2 Aye (Conaway and Frere), 3 Nay (Jenkins, Beauchamp and Simmons)

Mr. Beauchamp made a motion to appoint one person from each district to the Redistricting Commission and two at-large members.

VOTE: 3 Aye (Jenkins, Beauchamp and Simmons), 2 Nay (Conaway and Frere)

Mr. Simmons made a motion to appoint Dianna Carter to the Redistricting Commission.

VOTE: 5 – 0 Aye.

Mr. Beauchamp withdrew his motion to appoint Weston Conley.

ADJOURNMENT

Motion was made by Mr. Simmons to adjourn the meeting until March 13, 2001 at 6:00 p.m. VOTE: 5 – 0 Aye.