

P. O. BOX 705
210 LINDEN STREET
APPOMATTOX, VA 24522

PHONE: (434) 352-8268
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www.townofappomattox.com

TOWN MANAGER
GARY L. SHANABERGER

Town of Appomattox



MAYOR
PAUL D. HARVEY
COUNCIL MEMBERS:
JAMES J. BOYCE, SR
STEVEN T. CONNER
JONATHAN D. GARRETT
TIMOTHY W. GARRETT
CLAUDIA G. PUCKETTE
MARY LOU SPIGGLE
CLERK OF COUNCIL
ROXANNE W. CASTO, MMC

May 12, 2020

County of Appomattox
Attn: Susan Adams, County Administrator
P O Box 863
Appomattox, VA 24522

Dear Mrs. Adams,

The Appomattox Town Council met in a workshop session on Tuesday, April 28, 2020 and unanimously voted to amend the law enforcement agreement to reflect approval of continuing to fund the stipend to the Appomattox County Sheriff, effective with his term beginning January 1, 2020.

Attached please find the Amendment to Agreement to Provide Law Enforcement Services (dated 2016) with no changes and the Agreement to Provide Law Enforcement Services with the change reflected above, including Appendix A & B as identified in the Agreement to Provide Law Enforcement Services.

If the Board of Supervisors concur with the changes, please execute and route to Sheriff Simpson for his signature. Once completed, please return to the Town and copies will be distributed to the County of Appomattox and Sheriff Simpson.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Paul D. Harvey". The signature is written in a cursive style.

Paul D. Harvey
Mayor

Enclosures

**AMENDMENT TO
AGREEMENT TO PROVIDE LAW ENFORCEMENT
SERVICES**

Originally dated October 9, 2013

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, the County and the Appomattox County Sheriff agree to continue to furnish law enforcement services to the Town within the corporate limits of the Town as set forth herein:

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 January 1, 2020, 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 January 1, 2020 discontinue service as the Sheriff of Appomattox County. This "stipend" shall be paid in quarterly payments based on the approval of the

*Adopted
4-28-2020*

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 ?

9. 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

Paul D. Harvey, Mayor
Town of Appomattox

5/12/2020

Date

Samuel E. Carter, Chairman
Appomattox County Board of Supervisors

Date

Donald Simpson, Sheriff
Appomattox County

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

GW Tanner

Gary Tanner, Chairman
Appomattox County Board of Supervisors

10-7-2013

Date

Barry S. Letterman

Barry Letterman, Sheriff
Appomattox County

10-8-13

Date

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

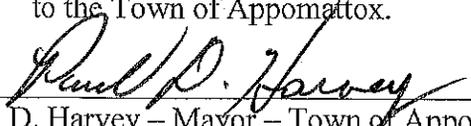
WHEREAS, the Town, in its efforts to preserve and protect its citizens against such illegal activities within its boundaries, agrees that additional supplemental funding may be beneficial to curtail such activities.

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.

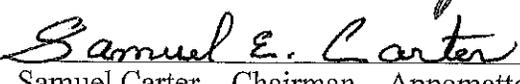
2. In consideration for this supplemental funding the Appomattox County Sheriff agrees to the following:

- 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.



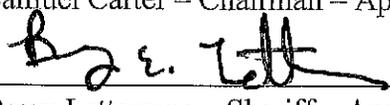
Paul D. Harvey – Mayor – Town of Appomattox

6/27/2016
Date



Samuel Carter – Chairman – Appomattox Board of Supervisors

7/19/2016
Date



Barry Letterman – Sheriff – Appomattox County

7-20-16
Date

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

THIS AGREEMENT, made in duplicate this *24th* day of *May*, 1989, by and between the COUNTY OF APPOMATTOX, VIRGINIA, hereinafter referred to as "County", and the TOWN OF APPOMATTOX, VIRGINIA, a municipal corporation, hereinafter referred to as "Town";

WHEREAS, The County and the Town are desirous of contracting for the furnishing by the County to the Town of law enforcement services by the Sheriff of the County, pursuant to Section 15.1-131.3 of the Code of Virginia (1950), as amended.

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 through the Sheriff of the County 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. For and during the term of this agreement, the Sheriff of Appomattox County shall be Chief Law Enforcement Officer of the Town of Appomattox and, in that capacity, shall provide law enforcement services for the Town, including enforcement within the corporate limits and on real estate owned by the Town without the corporate limits of applicable laws of the Commonwealth of Virginia, the enforcement of which is the responsibility of the Sheriffs of this Commonwealth in their respective jurisdictions, and enforcement of ordinances of the Town of Appomattox describing illegal acts contained in the Code of the Town of Appomattox as outlined in Section 15.1-131.3 of the 1950 Code of Virginia as amended.

2. All administrative authority, including scheduling, standards of performance, discipline of officers and control of personnel shall be the sole responsibility of the Sheriff of Appomattox. In providing to the Town the law enforcement services provided for in this agreement, the County, through the Sheriff, shall provide services based on inclusion of the following specific services to be provided as standard operating procedure, subject to such modifications as may be appropriate and necessary in the judgment of the Sheriff to meet extraordinary law

enforcement needs:

A. Not less than one (1) officer shall be on duty within the Corporate limits of the Town, or on real estate owned by the Town without the corporate limits, at all times, unless an emergency shall arise and all deputies are needed elsewhere in said County.

3. The Town agrees that it will deliver to the County upon execution of this contract all equipment, materials and supplies owned and used by said Town on July 1, 1989 solely and exclusively for law enforcement purposes, as listed on Schedule "A" attached hereto.

4. Including and in addition to the equipment, materials and supplies mentioned in the preceding paragraph, the County shall have full responsibility for furnishing all necessary labor, supervision, equipment, communication facilities, dispatching services and supplies necessary for the performance of this agreement.

5. This agreement shall be effective from July 1, 1989 through June 30, 1991. The agreement may be terminated by either party subsequent to June 30, 1991 upon a one hundred and eighty (180) days written notice of the intention to terminate. In the event of termination of this agreement, or any extension thereof, the parties agree that on the date of termination all equipment and property listed on Schedule "A" attached hereto, still in the possession of the County under this agreement will be delivered to the Town and title to same transferred to the Town and that the Town thereafter shall be fully responsible for said equipment and property.

6. For and in consideration of the services to be performed pursuant to this agreement, the Town agrees to pay unto the County during the term of this agreement a sum not to exceed \$50,000.00 per year. This amount shall be payable \$25,000.00 on July 1st of each year and \$25,000.00 on January 5th of each year. In the event of the failure of the Town to make payment of said payment within 30 days of date due, this agreement may, at the option of the County, be declared null

and void.

7. It is agreed and understood by both parties that the Town presently receives approximately \$19,000.00 for the State Aid to localities under Article 10, Chapter I, Title 14 of the 1950 Code of Virginia as amended. This money shall be paid to the County as a part of the above mentioned \$50,000.00, however, should the grant from the State to the Town be terminated, the remaining terms of this contract, specifically the \$50,000.00 per year, remain in effect.

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 performance of duties under the terms of this agreement.

IN WITNESS WHEREOF, the County of Appomattox, by resolution duly adopted by its Board of Supervisors on the _____ day of _____, 19____, has caused this agreement to be executed and delivered on its behalf by its Chairman and attested by its Clerk, and the Town of Appomattox, by resolution duly adopted by its Council on the _____ day of _____, 19____, has caused this agreement to be executed and delivered on its behalf by its Mayor and attested by its Clerk.

COUNTY OF APPOMATTOX, VIRGINIA

By: David S. Mel
Chairman, Board of
Supervisors

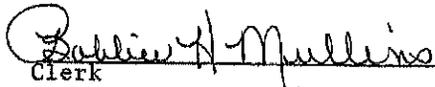
(SEAL)
ATTEST:


Clerk

TOWN OF APPOMATTOX, VIRGINIA

By: Ronald C. Spiggle
Mayor

(SEAL)
ATTEST:


Clerk

"SCHEDULE A"

1985 Ford Police Car, 4-door, ID# 2FABP4362FX203184
MI 34282

SER. #U.N. G.E. Master II Radio with Search

SER. #UN 1 Federal PA 200 Siren

SER. #UN 1 Privacom II Scrambler

1 Remington Wing Master 870 Shot Gun SER. #V156130V

1 1987 Chevy 4-door Police Car, I.D.
#161BL5169H9150091, MI 39028

1 Kustom KR II Radar SER. #Z2647, Radar Head SER.
#X3424, with case and hold button

SER. # U.N. 1 G.E. Radio Master II

SER. # U.N. 1 Federal Siren PA 20A

SER. # U.N. 1 Regency Scanner 8 CH.

1 Federal Aero DYVIC Light Bar

1 Ticket Book

1 Latent Print Search Kit By SIRCHI LPS-800

1 Remington Wingmaster 870 SER. # V148820V

RE: RE: Town Deputy Funding

From: Gary Shanaberger <gshanaberger@appomattoxva.gov>

Sent: Wed, Jun 10, 2020 at 9:53 am

To: Susan M. Adams, Kim Ray

It was at our April 28th Work Session that Council decided there would be no salary increases for Town Staff including the 2 deputy positions. Hopefully, revenues will improve and we can revisit the request. Here's the information we just recently received on the 599 funding.

FY 2021	599 Funding	\$46,051
	<u>Matching</u>	<u>\$46,051</u>
		\$92,102
	<u>Sheriff</u>	<u>\$ 6,000</u>
Total to County		\$98,102

We will pass a budget amendment in July/Aug for \$3458 to cover the difference between our budgeted amount of \$94,644 (last year's budgeted amount) and the actual amount of \$98,102. We used last year's budgeted amount through our budget process because the State was late getting us the 2021 information.

From: Susan M. Adams <susan.adams@appomattoxcountyva.gov>**Sent:** Tuesday, June 9, 2020 9:25 AM**To:** Gary Shanaberger <gshanaberger@appomattoxva.gov>; Kim Ray <kray@appomattoxva.gov>**Subject:** FW: RE: Town Deputy Funding

Good morning Gary,

I am following up on my previous email concerning the Town Deputy position. In case my Board asks, I wanted to be positioned to answer the questions appropriately. You mentioned the Council's discussion on the salary increases for the 2 Town positions. Since the audio was not clear at the May 26th (I believe) or the meeting that you mentioned in your email when the Council discussed not approving the 2 Town Deputy's 5% increase, I am asking if you can provide a brief summary of the comments relative to the disapproval. What is the total amount the Council approved? Also, how much 599 funding is the Town receiving?

Thanks, Gary, for your assistance..

Susan M. Adams, Administrator

Appomattox County

153A Morton Lane; P.O. Box 863

Appomattox, VA 24522

Office:(434)352-3899; Cell:(434)315-4325

Email: Susan.Adams@AppomattoxCountyVa.gov

-----Original Message-----

From: "Susan M. Adams" <susan.adams@appomattoxcountyva.gov>

Sent: Wednesday, May 27, 2020 3:16pm

To: "Gary Shanaberger" <gshanaberger@appomattoxva.gov>

Subject: RE: Town Deputy Funding

Thanks for the response Gary. I tuned in last night to the meeting but had difficulty hearing some of it so may have missed the discussion. Was this a public discussion of the Council?

Can you provide the amount that was approved by the Council?

Thanks again Gary.

Susan M. Adams, Administrator

Appomattox County

153A Morton Lane; P.O. Box 863

Appomattox, VA 24522

Office:(434)352-3899; Cell:(434)315-4325

Email: Susan.Adams@AppomattoxCountyVa.gov

-----Original Message-----

From: "Gary Shanaberger" <gshanaberger@appomattoxva.gov>

Sent: Wednesday, May 27, 2020 2:10pm

To: "Susan M. Adams" <susan.adams@appomattoxcountyva.gov>

Cc: "Paul Harvey" <pdharvey15@yahoo.com>

Subject: RE: Town Deputy Funding

Susan,

During our budget discussions Council decided not to fund any increases in pay at this time. This includes Town Employees and the two Deputy positions. We truly appreciate the professional service these Deputies provide the Town, and hopefully, as the economy becomes stable, we can revisit increases in pay.

Sincerely,

Gary

From: Susan M. Adams <susan.adams@appomattoxcountyva.gov>

Sent: Tuesday, May 26, 2020 4:51 PM

To: Gary Shanaberger <gshanaberger@appomattoxva.gov>

Cc: Paul Harvey <pdharvey15@yahoo.com>

Subject: Town Deputy Funding

Gary,

As promised, I am providing the amount of funding for the Town Deputy positions to receive the 5% increase in pay. For the two positions, the salary would increase by \$3,412 and benefits increase by \$853. Can you amend your budget to allow for the 5% increase in the 2 Town Position salaries?

Please advise..

Susan M. Adams, Administrator

Appomattox County

153A Morton Lane; P.O. Box 863
Appomattox, VA 24522
Office:(434)352-3899; Cell:(434)315-4325
Email: Susan.Adams@AppomattoxCountyVa.gov