

SEPTEMBER 13, 2016

RESUME

**Approval of a Mutual Aid Agreement with the County Of Sussex, VA to Provide
Temporary Building Official Services**

The County of Sussex has approached Prince George County in regards to obtaining temporary assistance during the absence of a Building Code Official and Inspector for their locality. Similar to Prince George's recent assistance and agreement with the City of Hopewell, the agreement includes provisions for Julie Walton to serve as the Building Official with additional staff from Prince George utilized on an as-needed basis.

The resolution before the Board this evening is to approve a mutual aid agreement with the County of Sussex for a period not to exceed December 31, 2016 while they are in the process of finding a replacement for their Building Official. The agreement was drafted by Mr. Micas, County Attorney, and has been approved by Sussex County without change.

Mrs. Julie Walton will be available to answer any questions.

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 13th day of September, 2016:

<u>Present:</u> William A. Robertson, Jr., Chairman Jerry J. Skalsky, Vice Chairman Alan R. Carmichael Donald R. Hunter T. J. Webb	<u>Vote:</u>
---	--------------

A-3

On motion of _____, seconded by _____, which carried _____, the following Resolution was adopted:

RESOLUTION; APPROVAL OF A MUTUAL AID AGREEMENT WITH THE COUNTY OF SUSSEX, VA TO PROVIDE TEMPORARY BUILDING OFFICIAL SERVICES

WHEREAS, the County of Sussex, VA, has requested assistance from Prince George County in the form of a Mutual Aid Agreement per the Sussex County Board of Supervisors meeting on September 1, 2016, in which the Board approved the mutual aid agreement presented by Prince George County; and,

WHEREAS, Julie Walton and the Prince George County Community Development and Code Compliance staff would perform building official-related responsibilities for the County of Sussex for a period not to exceed December 31, 2016; and,

NOW THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 13th day of September, 2016, hereby authorize the County Administrator to enter into a Mutual Aid Agreement with the County of Sussex, VA to provide temporary building official services utilizing Julie Walton, as temporary City Building Official, and the Prince George County Department of Community Development and Code Compliance.

A Copy Teste:

Percy C. Ashcraft
County Administrator

**JOINT AID AGREEMENT TO PROVIDE
BUILDING OFFICIAL SERVICES TO
SUSSEX COUNTY BY PRINCE GEORGE COUNTY**

This Agreement made and entered into this ____ day of August, 2016 by and between the COUNTY OF PRINCE GEORGE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, (“Prince George”), and the COUNTY OF SUSSEX, VIRGINIA a political subdivision of the Commonwealth of Virginia, (“Sussex”).

WHEREAS, Sections 15.2-1300 and 15.2-1300.1 of the Code of Virginia, 1950, as amended, authorize local governments in Virginia to enter into agreements providing for the joint exercise of powers and the provision of aid between localities including providing personnel or other resources for public purposes; and

WHEREAS, Section 36.105 of the Code of Virginia, 1950, as amended, and the Virginia Uniform Statewide Building Code (“USBC”) require that all Virginia localities maintain a Building Inspection Department obligated to enforce the provisions of the USBC and staffed by a qualified Building Official who has obtained Certification to serve as a Building Official from the Virginia Board of Housing and Community Development in accordance with Virginia Certification Standards (13 VAC 5-21); and

WHEREAS, Sussex has requested that Prince George enter into an agreement to provide Sussex with the assistance of qualified employees of Prince George who meet certification requirements, and who can, on a temporary basis, assist Sussex in meeting its obligations under the Code of Virginia and the USBC; and

WHEREAS, it is deemed beneficial to both Prince George and Sussex to enter into this Joint Aid agreement providing for Sussex’ use of an interim Building Official currently employed by Prince George and related qualified employees.

WITNESSETH:

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by both Prince George and Sussex, the parties hereto covenant and agree as follows:

1. Prince George will provide to Sussex an interim Building Official and related qualified employees to provide regulatory, administrative, permit review, enforcement and other related assistance to insure that Sussex complies with its obligations under § 36-105, Code of Virginia, 1950, as amended, and the USBC.
2. Sussex accepts Julie Walton (“Walton”), Prince George Director of Community Development and Code Compliance, as Sussex’ interim Building Official. Walton has all necessary certifications and qualifications to act as Sussex’ Building Official.
3. Sussex recognizes that in addition to an interim Building Official, the Sussex Building Official’s office also needs additional technical assistance. Accordingly, Walton will assign necessary and appropriate technical assistants and permit technicians from Prince George to assist her in performing tasks on behalf of Sussex.
4. While assisting Sussex, all Prince George employees will also be available to perform functions on behalf of Prince George as employees of Prince George.
5. During the time that this Agreement is in place, Prince George will pay all Prince George employees under the Prince George payroll system based on combined hours worked for both Prince George and Sussex.

Sussex accepts the following hourly wage rate for the following category of workers:

Building Official (Walton)	\$95.00/hour
Technical Assistants (as needed)	\$60.00/hour
Permit Technicians (as needed)	\$30.00/hour

All other employee groups providing assistance \$27.00/hour

Sussex recognizes that certain employees assigned under this Agreement may incur hours at the applicable overtime rate and Sussex agrees to pay all such overtime hourly rates. Sussex agrees to pay Prince George for mileage "to and from" Sussex and mileage for travel within Sussex for job-related travel at a rate of \$.54 cents per mile (Commonwealth of Virginia approved rate). Every month, Walton will submit an invoice of personnel costs based on hours worked for Sussex and applicable job category and any Sussex-related administrative expenses of Prince George. Sussex will reimburse Prince George for those costs within 30 days of the date of the invoice.

6. While performing work related to Sussex, Walton will operate under the direction of the Director of Community Development of Sussex. The Sussex County Administrator and the Prince George County Administrator will jointly agree on work periods in which the Prince George-assigned Building Official and staff will perform work related to Sussex.

7. This Agreement will automatically expire on December 31, 2016 or sooner upon seven days written notice from Sussex to Prince George.

8. Sussex shall be responsible for insuring against any property loss or personal injury or other liability arising out of the provision of services to them under this Agreement. Sussex shall also be responsible for any disability or worker's compensation benefits due to any participants arising out of these activities.

9. Neither party to this Agreement shall be liable to the other party for any personal injury or death or any loss or damage to equipment resulting from the performances of any services under this Agreement, whether such loss, damage, injury or death shall occur within or without the jurisdictional boundaries of the respective parties hereto and including loss, damage,

injury or death incurred when going to or returning from the other jurisdiction to provide services in accordance with this Agreement.

10. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by each local government within its boundaries shall extend to its participation in this joint provision of services.

11. All parties to this Agreement recognize that they are each fully capable of independently providing adequate services within their respective political subdivisions.

12. This cooperative Agreement is entered into in furtherance of the policies set forth in Section 15.2-3209(5) of the Code of Virginia, 1950, as amended, and shall be without prejudice to any party.

13. This Agreement may only be amended or modified by the written consent of all of the parties hereto.

IN WITNESS whereof, the parties hereto have executed this Agreement as of the date first above written.

PRINCE GEORGE COUNTY, VIRGINIA,
A political subdivision of the
Commonwealth of Virginia

By _____
Percy C. Ashcraft, County Administrator

Approved as to form:

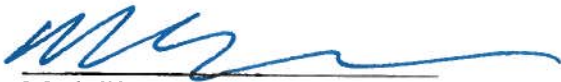


Steven L. Micas
County Attorney

SUSSEX COUNTY, VIRGINIA,
A political subdivision of the
Commonwealth of Virginia

By 
Deborah A. Davis
County Administrator

Approved as to form:


Mark Flynn
County Attorney

**JOINT AID AGREEMENT TO PROVIDE
BUILDING OFFICIAL SERVICES TO
SUSSEX COUNTY BY PRINCE GEORGE COUNTY**

This Agreement made and entered into this ____ day of August, 2016 by and between the COUNTY OF PRINCE GEORGE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, (“Prince George”), and the COUNTY OF SUSSEX, VIRGINIA a political subdivision of the Commonwealth of Virginia, (“Sussex”).

WHEREAS, Sections 15.2-1300 and 15.2-1300.1 of the Code of Virginia, 1950, as amended, authorize local governments in Virginia to enter into agreements providing for the joint exercise of powers and the provision of aid between localities including providing personnel or other resources for public purposes; and

WHEREAS, Section 36.105 of the Code of Virginia, 1950, as amended, and the Virginia Uniform Statewide Building Code (“USBC”) require that all Virginia localities maintain a Building Inspection Department obligated to enforce the provisions of the USBC and staffed by a qualified Building Official who has obtained Certification to serve as a Building Official from the Virginia Board of Housing and Community Development in accordance with Virginia Certification Standards (13 VAC 5-21); and

WHEREAS, Sussex has requested that Prince George enter into an agreement to provide Sussex with the assistance of qualified employees of Prince George who meet certification requirements, and who can, on a temporary basis, assist Sussex in meeting its obligations under the Code of Virginia and the USBC; and

WHEREAS, it is deemed beneficial to both Prince George and Sussex to enter into this Joint Aid agreement providing for Sussex’ use of an interim Building Official currently employed by Prince George and related qualified employees.

WITNESSETH:

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by both Prince George and Sussex, the parties hereto covenant and agree as follows:

1. Prince George will provide to Sussex an interim Building Official and related qualified employees to provide regulatory, administrative, permit review, enforcement and other related assistance to insure that Sussex complies with its obligations under § 36-105, Code of Virginia, 1950, as amended, and the USBC.

2. Sussex accepts Julie Walton (“Walton”), Prince George Director of Community Development and Code Compliance, as Sussex’ interim Building Official. Walton has all necessary certifications and qualifications to act as Sussex’ Building Official.

3. Sussex recognizes that in addition to an interim Building Official, the Sussex Building Official’s office also needs additional technical assistance. Accordingly, Walton will assign necessary and appropriate technical assistants and permit technicians from Prince George to assist her in performing tasks on behalf of Sussex.

4. While assisting Sussex, all Prince George employees will also be available to perform functions on behalf of Prince George as employees of Prince George.

5. During the time that this Agreement is in place, Prince George will pay all Prince George employees under the Prince George payroll system based on combined hours worked for both Prince George and Sussex.

Sussex accepts the following hourly wage rate for the following category of workers:

Building Official (Walton)	\$95.00/hour
Technical Assistants (as needed)	\$60.00/hour
Permit Technicians (as needed)	\$30.00/hour

All other employee groups providing assistance \$27.00/hour

Sussex recognizes that certain employees assigned under this Agreement may incur hours at the applicable overtime rate and Sussex agrees to pay all such overtime hourly rates. Sussex agrees to pay Prince George for mileage “to and from” Sussex and mileage for travel within Sussex for job-related travel at a rate of \$.54 cents per mile (Commonwealth of Virginia approved rate). Every month, Walton will submit an invoice of personnel costs based on hours worked for Sussex and applicable job category and any Sussex-related administrative expenses of Prince George. Sussex will reimburse Prince George for those costs within 30 days of the date of the invoice.

6. While performing work related to Sussex, Walton will operate under the direction of the Director of Community Development of Sussex. The Sussex County Administrator and the Prince George County Administrator will jointly agree on work periods in which the Prince George-assigned Building Official and staff will perform work related to Sussex.

7. This Agreement will automatically expire on December 31, 2016 or sooner upon seven days written notice from Sussex to Prince George.

8. Sussex shall be responsible for insuring against any property loss or personal injury or other liability arising out of the provision of services to them under this Agreement. Sussex shall also be responsible for any disability or worker’s compensation benefits due to any participants arising out of these activities.

9. Neither party to this Agreement shall be liable to the other party for any personal injury or death or any loss or damage to equipment resulting from the performances of any services under this Agreement, whether such loss, damage, injury or death shall occur within or without the jurisdictional boundaries of the respective parties hereto and including loss, damage,

injury or death incurred when going to or returning from the other jurisdiction to provide services in accordance with this Agreement.

10. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by each local government within its boundaries shall extend to its participation in this joint provision of services.

11. All parties to this Agreement recognize that they are each fully capable of independently providing adequate services within their respective political subdivisions.

12. This cooperative Agreement is entered into in furtherance of the policies set forth in Section 15.2-3209(5) of the Code of Virginia, 1950, as amended, and shall be without prejudice to any party.

13. This Agreement may only be amended or modified by the written consent of all of the parties hereto.

IN WITNESS whereof, the parties hereto have executed this Agreement as of the date first above written.

PRINCE GEORGE COUNTY, VIRGINIA,
A political subdivision of the
Commonwealth of Virginia

By _____
Percy C. Ashcraft, County Administrator

Approved as to form:



Steven L. Micas
County Attorney

SUSSEX COUNTY, VIRGINIA,
A political subdivision of the
Commonwealth of Virginia

By 
Deborah A. Davis
County Administrator

Approved as to form:


Mark Flynn
County Attorney