



**GRAYSON COUNTY BOARD OF SUPERVISORS
BUDGET WORK SESSION AND CLOSE OUT MEETING
GRAYSON COUNTY COURTHOUSE
GRAYSON COUNTY, VA**

MONDAY, JUNE 27TH, 2022 – 5:30 P.M.

CALL TO ORDER

The Honorable Michael S. Hash, Chair

5:30pm

OPENING BUSINESS

- Invocation
- Pledge of Allegiance
- Decorum
- Approval of Agenda and Consent Agenda – *(items listed under this heading may be approved in one motion without discussion as presented or amended)*
 1. Bills – June 2022
 2. Unanticipated Revenue

BUDGET WORK SESSION/DISCUSSION

- 2022 Personal Property Tax Relief Rate

NEW BUSINESS

- [Mutual Assistance Agreement – GC Sheriff’s Office & Alleghany Co. Sheriff’s Office](#)
- End-of-Year FY-22 Budget Amendments & Transfers
- [Approve Budget for FY-22/23 by Resolution](#)

ADJOURN

- MEETING DECORUM -

All official meetings conducted within these chambers are to be observed by the following decorum:

Behavior during all official meetings shall be consistent with the behavior exercised in any court or legislative room found within the Commonwealth of Virginia; and,

- There shall be no outbursts, booing, heckling or other forms of disrespectful behavior by any individuals present within these chambers; and,
- Persons wishing to speak shall do so respectfully and in accordance with the applicable Rules of Procedures and/or at the specific direction of the presiding official; and,
- Out of respect for the official business being conducted, for those conducting the official business and for those present for same purpose, there shall be no private conversations taking place in the audience or other forms of distractive behavior or nuisance; and,
- Please turn off cell phones and other such devices before entering these chambers.

Mutual Assistance Agreement

This **Mutual Assistance Agreement ("Agreement")** is made and entered into effective upon its full execution, by and between **Alleghany County North Carolina** on behalf of the **Alleghany County Sheriff's Office** the **Grayson County Sheriff's Office** and **Grayson County Virginia** (collectively the **"Parties"**).

Whereas North Carolina General Statute GS 160A-288 and Virginia Code 15.2-1727 and 15.2-1730.1 (copies of each are attached hereto; Attachment A, North Carolina, and attachment B, Virginia) provide that the heads of law enforcement agencies may enter into reciprocal mutual aid agreements to temporarily assist other agencies outside of their respective states and assist with enforcing the laws thereof; and

Whereas the Parties hereto wish to provide such temporary assistance to each other at appropriate times and under the terms and conditions of this agreement.

Now, therefore, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

"Assistance" may include the temporary assignment of personnel, equipment, resources, materials, and/or supplies and other resources.

"Authorized representative" means the particular employee of a party who has been designated by the Sheriff to take actions appropriate and necessary for carrying out this agreement.

"Provider" means the law enforcement agency which receives a request to provide or is providing temporary assistance to another agency pursuant to this Agreement.

"Recipient" means the law enforcement agency which is requesting and/or receiving temporary assistance from another agency pursuant to this Agreement.

"Agency" means law enforcement agency of the respective locality.

2. Principle of Mutual Assistance; Limitations.

The Parties acknowledge and agree that their first responsibility is to their own citizens and that either party may decline a request to provide assistance under this Agreement when doing so could jeopardize that agency's service to its own citizens.

If any agency determines that it can assist with a request, that agency should make all reasonable efforts to respond to the request for assistance.

3. Requesting Assistance.

Requests for assistance under this Agreement shall be made in writing to the authorized representative of the other agency by the head of the requesting agency; provided, however, that in the event of exigent circumstances, a verbal request for assistance may be made and followed with delivery of the written request before assistance is provided. A request for assistance may be submitted via email, facsimile or letter and should specify in as much detail as possible the type of assistance needed, the anticipated length of time such assistance will be needed, and the time and place to which assisting personnel of the provider should report. Upon execution of this Agreement, the parties shall designate the email addresses, fax numbers and physical addresses where they will receive notices under this agreement.

4. Responding to a Request for Assistance.

An agency receiving a request for assistance shall evaluate its ability to provide such assistance, taking into consideration its obligations to its own citizens as outlined in section 2, above. If the agency is not able to provide the assistance requested, the agency shall so notify the recipient in writing. If the agency is able to provide the assistance requested, it shall respond in writing and include at least the following information: (1) the name of its authorized representative; (2) a description of the assistance which is available to be provided; and (3) how long such assistance will be available.

5. Supervision of Assistance Personnel.

For purposes of this section, provider personnel temporarily assigned to assist recipient shall be referred to as "Assistance Personnel." Assistance Personnel remain employees of, and subject to the direct control and supervision of, the provider at all times while such personnel are temporarily assigned to assist recipient. While on duty with the recipient, assistance personnel shall be subject to the lawful operational commands of superior officers of the recipient and such superior officers shall have power of immediate direction and control of the officers from the other jurisdiction. However, Assistance Personnel shall for personnel and administrative purposes remain under the control of the provider, including for purposes of compensation. Whenever deemed necessary or appropriate, provider will designate one or more members of such assistance personnel to act in a supervisory capacity over remaining assistance personnel for the time

such personnel are assigned to assist recipient.

Those assistance personnel supervisors will be responsible for coordinating efforts with recipient, directing and monitoring the activities of the assistance personnel in support of the recipient, maintaining all paperwork in connection with the provision of assistance to the recipient, and performing such other supervisory functions as may be necessary or appropriate. Recipient agrees to aid personnel with whatever credentials and/or access may be necessary in order for assistance personnel to carry out the purposes of this Agreement.

6. Recall of Assistance by Provider.

When necessary, in the sole discretion of provider, provider may recall any assistance being provided to recipient by provider under this Agreement in order for provider to meet its obligation to its own citizens. Where possible, a provider intending to recall assistance will give as much advance notice of recall as possible.

7. Authority of Assistance Personnel.

According to North Carolina General Statute 160A-288 and Virginia Code § 15.2-1727, whenever assistance personnel are rendering assistance pursuant to this Agreement, such assistance personnel shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as the officers of recipient, all in addition to those the assistance personnel normally possess.

8. Workers' Compensation.

Assistance personnel shall be entitled to workers' compensation and the same benefits when acting pursuant to this Agreement as if the assistance personnel were functioning within the normal scope of the provider's job duties. The Parties agree that each county shall be responsible for payment to its own respective employees of benefits due to personal injury or death occurring during the period of time such employees are engaged in the rendering of assistance under this Agreement.

9. Immunity.

All activities performed under this Agreement are hereby declared to be governmental functions which are covered by governmental immunity.

While acting in compliance with, or while reasonably attempting to comply with this Agreement, including during transit to and from rendering such assistance, the Parties shall not be liable for the death or injury of any person or damage to property occurring as a result of such actions, and shall enjoy all applicable immunities.

10. Waiver of Liability.

Prior to the effective date of this Agreement, the parties hereto shall notify their respective law enforcement liability insurance carriers of the existence and terms of the Agreement.

No party to this Agreement shall be liable to any other party hereto or to any third party for any (i) loss or damage to equipment or materials or (ii) any personal injury to or death of personnel resulting from the performance of this Agreement, whether such should occur within or outside the jurisdictional boundaries of the parties hereto. Additionally, there shall be no liability to any of the parties hereto for reimbursement for injuries to equipment, materials or personnel occasioned by a response rendered pursuant to this Agreement incurred when traveling to or from another jurisdiction. Neither party shall be liable to the other for any cost associated with or arising out of the rendering of assistance pursuant to this Agreement.

11. Term of Agreement.

The initial term of this Agreement shall be one year from its full execution. This Agreement will automatically renew for additional one- year terms unless notice of intent not to renew is provided to the other party in writing at least 30 days prior to the expiration of the then-current term.

12. Rules, policies, etc.

This mutual assistance agreement shall be deemed to incorporate the rules, policies, guidelines, conditions, and restrictions officially adopted by the governing body of each County which is a party hereto.

13. Miscellaneous.

This Agreement is the entire agreement between the Parties as to the subject matter herein and amendments shall be in writing and signed by both Parties. This Agreement shall be governed by and construed according to the laws of the state of North Carolina and Virginia, without regard to its choice of law principles.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the date first written.

on behalf of
ALLEGHANY COUNTY

By: Michael Carter
Title: County Manager
Date: _____

ATTEST:

Clerk of the Board

on behalf of
ALLEGHANY COUNTY
SHERIFF'S OFFICE

By: Bryan Maines
Title: Sheriff
Date: _____

on behalf of
GRAYSON COUNTY

By: William Shepley
Title: County Administrator
Date: _____

ATTEST:

Clerk of the board

on behalf of
GRAYSON COUNTY
SHERIFF'S OFFICE

By: Richard Vaughan
Title: Sheriff
Date: _____

Attachment A North Carolina

§ 160A-288. Cooperation between law enforcement agencies.

(a) Unless specifically prohibited or limited by an ordinance officially adopted by the governing body of the city or county by which the person is employed, appointed, or elected to serve, the head of any law enforcement agency may temporarily provide assistance to another agency if so requested in writing by the head of the requesting agency. The assistance may comprise allowing officers of the agency to work temporarily with officers of the requesting agency (including in an undercover capacity) and lending equipment and supplies. While working with the requesting agency under the authority of this section, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as the officers of the requesting agency in addition to those the officer normally possesses. While on duty with the requesting agency, the officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. The officer shall furthermore be entitled to workers' compensation and the same benefits when acting pursuant to this section to the same extent as though the officer were functioning within the normal scope of the officer's duties.

(b) As used in this section:

- (1) "Head" means any director or chief officer of a law enforcement agency including the chief of police of a local department chief of police of county police department, and the sheriff of a county or an officer of one of the above named agencies to whom the head of that agency has delegated authority to make or grant requests under this section, but only one officer in the agency shall have this delegated authority at any time.
- (2) "Law enforcement agency" or "agency" means a municipal police department, a county police department, or a sheriff's office of this State. Subject to G.S. 1SA-403, it also includes a municipal police department, a county police department, or a sheriff's office of another state if the laws of the other state allow for the provision of mutual aid with out-of-state law enforcement officers. All other State and local agencies are exempted from the provisions of this section.

(c) This section in no way reduces the jurisdiction or authority of State law enforcement officers.

(d) For purposes of this section, the following shall be considered the equivalent of a municipal police department:

- (1) Campus law enforcement agencies established pursuant to G.S. 1 15D-21.1(a) or G.S. 116-40.5(a).
- (2) Colleges or universities which are licensed, or exempted from licensure, by G.S. 116-15 and which employ company police officers commissioned by the Attorney General pursuant to Chapter 74E or Chapter 74G of the General Statutes.
- (3) Law enforcement agencies operated or eligible to be operated by a municipality pursuant to G.S. 63-53(2).
- (4) Repealed by Session Laws 2013-360, s. 16B.4(d), effective July 1, 2013.
- (5) A Company Police agency of the Department of Agriculture and Consumer Services commissioned by the Attorney General pursuant to Chapter 74E of the General Statutes.

(1967, c. 846; 1971, c. 698, s.1; c. 896, s.4; 1977, c. 534; 1981, c. 93, s. 2; 1987, c. 671, s. 4; 1989, c. 518, s. 2; 1991, c. 636, s. 3; 1991 (Reg. Sess., 1992), c. 1043, s. 6; 1997-143, s.1; 1999-68, s. 4; 2005-23 1, s. 8; 2006-159, s. 4; 2009-94, s. 1; 2011-260, s. 4; 2013-360, s. 16B.4(d); 2018-87, s. 1; 2019-130, s. 1.)

Attachment B Virginia

§ 15.2-1730.1. Authority and immunity of sheriffs and deputies.

In counties where no police department has been established and the sheriff is the chief law-enforcement officer, the sheriff may enter into agreements with any other governmental entity providing law-enforcement services in the Commonwealth, and may furnish and receive interjurisdictional law-enforcement assistance for all law-enforcement purposes, including those described in this chapter, and for purposes of Chapter 3.2 (§ [44-146.13](#) et seq.) of Title 44. Sheriffs and their deputies, providing or receiving such assistance, shall have all the authority, benefits, immunity from liability and exemptions from laws, ordinances and regulations as officers acting within their own jurisdictions.

§ 15.2-1727. Reciprocal agreements with localities outside the Commonwealth

A locality, public institution of higher education in the Commonwealth, or private institution of higher education in the Commonwealth may, in its discretion, enter into reciprocal agreements for such periods as it deems advisable with any locality outside the Commonwealth including the District of Columbia, in order to establish and carry into effect a plan to provide mutual aid through the furnishing of its police and other employees and agents, together with all necessary equipment, in the event of such need or emergency as provided herein. No public institution of higher education in the Commonwealth or private institution of higher education in the Commonwealth shall enter into such agreement unless the agreement provides that each of the parties to such agreement shall: (i) waive any and all claims against all the other parties thereto which may arise out of their activities outside their respective jurisdictions under such agreement and (ii) indemnify and save harmless the other parties to such agreement from all claims by third parties for property damage or personal injury which may arise out of the activities of the other parties to such agreement outside their respective jurisdictions under such agreement. Parties responding to a reciprocal agreement for mutual aid between localities shall be liable to third parties only to the extent permitted under and in accordance with the laws of the state of the party rendering aid.

The principal law-enforcement officer in any locality or of any public institution of higher education in the Commonwealth or private institution of higher education in the Commonwealth having a reciprocal agreement with a jurisdiction outside the Commonwealth for police mutual aid under the provisions hereof shall be responsible for directing the activities of all police officers and other officers and agents coming into his jurisdiction under the reciprocal agreement. While operating under the terms of the reciprocal agreement, the principal law enforcement officer is empowered to authorize all police officers and other officers and agents from outside the

Commonwealth to enforce the laws of the Commonwealth to the same extent as if they were duly authorized law-enforcement officers of the locality or a public institution of higher education in the Commonwealth or private institution of higher education in the Commonwealth.

The governing body of any locality, public institution of higher education in the Commonwealth, or private institution of higher education in the Commonwealth is authorized to procure or extend the necessary public liability insurance to cover claims arising out of mutual aid agreements executed with other localities outside the Commonwealth.

The police officers, and other officers, agents and employees of a locality, public institution of higher education in the Commonwealth , or private institution of higher education in the Commonwealth serving in a jurisdiction outside the Commonwealth under a reciprocal agreement entered into pursuant hereto are authorized to carry out the duties and functions provided for in the agreement under the command and supervision of the chief law-enforcement officer of the jurisdiction outside the Commonwealth.

In counties where no police department has been established and the sheriff is the chief law enforcement officer, the sheriff may enter into mutual aid agreements and furnish and receive such assistance as provided by this section. Sheriffs and their deputies providing assistance pursuant to such a mutual aid agreement shall enjoy all of the authority , immunities and benefits as provided herein for police officers, including full police powers.

Code 1950, § 15-552; 1962, c. 623, § 15.1-131; 1968, c. 800; 1971, Ex. Sess., c. 238; 1976, c. 457; 1977, c. 79; 1979, c. 503; 1984, c. 779; 1992, c. 566; 1993, c. 860; 1995, c. 844; 1997, cc. 587 638, 668; 2004, c. 769; 2007, c. 724.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Grayson County

Grayson County
Board of Supervisors



Commonwealth
of Virginia

RESOLUTION

A RESOLUTION ADOPTING THE BUDGET FOR THE COUNTY OF GRAYSON, VIRGINIA FOR THE FISCAL YEAR OF JULY 1, 2022, THROUGH JUNE 30, 2023 APPROPRIATING FUNDS FOR ALL CONTEMPLATED EXPENSES OF THE COUNTY FOR THE FISCAL YEAR AND PLACING LEVIES UPON ALL REAL ESTATE, PERSONAL PROPERTY, MACHINERY & TOOLS, MERCHANT'S CAPITAL, AND ALL OTHER LEVIES AND FEES AS PREVIOUSLY IMPOSED OR MODIFIED BY THE BOARD

WHEREAS, pursuant to Chapter 25 of Title 15.2 of the Code of Virginia, the Grayson County Board of Supervisors has prepared a budget for this county setting forth the contemplated expenditures and the aggregate amount to be appropriated for the current year; and,

WHEREAS, notice and publication and synopsis to the same were published in the newspaper of general circulation in Grayson County, Virginia, and at least one public hearing was held at least seven days prior to the approval of the budget as provided by Section 15.2-2506 of the Code of Virginia; and,

NOW, THEREFORE, BE IT RESOLVED AND ENACTED by the Board, after due notice, public hearing and mature consideration of the said budget, that the attached budget be, and is hereby adopted as the budget of the County of Grayson for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023.

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ENACTED that there is hereby levied a tax of \$0.54 on each \$100.00 of assessed value of real estate and improvements situated thereon in the County and a tax of \$2.25 per \$100.00 on assessed value of tangible personal property and a fee of \$25.00 per vehicle assessed by the County and segregated pursuant to Title 15.2, Chapter 25 of the Code of Virginia, and amendments thereto including tangible personal property of public utilities located and doing business within the County and upon all other properties subject to taxation by the County and herein otherwise provided for; a tax of \$1.75 per \$100.00 of assessed value on machinery and tools; and \$6.70 per \$100.00 of assessed value on merchant's capital.

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ENACTED by the Board that all other assessments, taxes, and fees previously imposed by the County unless repealed are again levied, assessed, and imposed as set forth previously by the Board and shall remain in full force and effect until changed by the Board.

THIS RESOLUTION of the Board shall be effective July 1st, 2022.

Adopted the 27th day of June 2022, in the County of Grayson, Virginia.

By: _____
Michael S. Hash, Chairman
Grayson County Board of supervisors

ATTEST

By: _____
William L. Shepley, Clerk
Grayson County Board of Supervisors