

# COUNTY OF YORK

## MEMORANDUM

**DATE:** August 9, 2023

**TO:** York County Board of Supervisors

**FROM:** Neil A. Morgan, County Administrator 

**SUBJECT:** Completion of the 911 Consolidation Agreements

Attached for your information is the fully executed Memorandum of Understanding (MOU) which the James City County Administrator and I signed yesterday. As you can see, this covers many of the details regarding staff transition and fair treatment of York and James City Counties in the transition. With the completion of this document, all agreements are fully implemented for the 911 consolidation.

NAM/vhd

Attachment

MEMORANDUM OF UNDERSTANDING

FOR OPERATION OF THE REGIONAL EMERGENCY COMMUNICATIONS CENTER

THIS MEMORANDUM OF UNDERSTANDING ("MOU") by and between YORK COUNTY, a political subdivision of the Commonwealth of Virginia ("York"), and JAMES CITY COUNTY, a political subdivision of the Commonwealth of Virginia ("James City," together with York, the "Parties"), provides as follows:

WHEREAS, the Parties entered into a Joint Exercise of Powers Agreement ("Agreement") on June 13, 2023 for the operation of a Regional Emergency Communications Center ("Center") located in York and managed by York; and

WHEREAS, the Agreement requires James City and York to jointly fund the Center, along with the Cities of Williamsburg and Poquoson, each of which are served by the Center; and

WHEREAS, the Parties desire to delineate the terms of the joint funding.

NOW THEREFORE, for and in consideration of the terms and conditions herein contained and the mutual benefits accruing to each of the Parties, York and James City agree as follows:

1. **Commencement Date.** This MOU shall commence on July 17, 2023 ("Commencement Date").
2. **Center Employees.** York shall be the employer for all Center employees, including but not limited to, dispatchers, supervisors, and support staff. Employees will be subject to York's personnel policies, and all salaries, pensions, health insurance, disability protection, worker's compensation, retirement benefits, and other benefits provided to Center employees shall be paid by York.
3. **James City Emergency Communication Center Employees.** James City Employees hired by York pursuant to the Agreement shall be permitted by York to carry over and use their accumulated vacation leave, not to exceed the number of vacation or paid-time-off hours York permits its similarly tenured employees to carry over from year to year ("Carry Over Vacation Leave"). Within thirty (30) days of employment by York of a James City Employee, James City shall reimburse York for such Employee's Carry Over Leave.

James City Employees shall be permitted by York to carry over and use all their accumulated sick leave ("Carry Over Sick Leave"). Within thirty (30) days of employment by York of a James City Employee, James City shall reimburse York for such Employee's Carry Over Sick Leave.

All other terms and conditions as they pertain to the use and pay out of leave and benefits shall be in accordance with York's personnel policies.

4. **Employee Compensation Contribution.** For Fiscal Year ending June 30, 2024, the employee compensation contribution will be billed for the first three quarters at 25% of the total compensation and benefits at July 1, 2023 for all James City employees plus \$58,824 for each vacant position. For the last quarter of the year, James City shall compensate York County for the actual yearly compensation and benefits of James City County employees plus \$58,824 for the proportion of vacant positions for the year plus 6% less the amount billed for the first three quarters.

Beginning fiscal year 2025, and for each fiscal year thereafter, James City shall contribute to York the annual average Center employee cost MULTIPLIED by 23 PLUS 6%.

The annual average Center employee cost shall include all salaries, such as salaries, overtime, holiday, education and special pays, pensions, health insurance, disability protection, worker's compensation, retirement benefits, and other benefits provided to Center employees by York as calculated by York County Finance

5. **Implementation Contributions.**

- a. James City shall pay to York a one-time building and technology cost contribution, not to exceed \$2,250,000.00, for the actual cost of building and technology upgrades needed to consolidate. Said amount shall be due and payable within 30 days of cost verification. This amount shall be reduced by \$750,000.00 upon York's acceptance of grant funding from the Virginia 9-1-1 Services Board for consolidation.
- b. James City shall pay to York a one-time labor cost contribution, not to exceed \$321,300.00. Said amount shall be due and payable in full not later than August 31, 2023.
- c. James City shall pay to York a one-time health insurance premium payment for each James City employee employed by York on July 17, 2023 or August 14, 2023 equal to one month's premium cost estimated to be \$17,474.00.
- d. James City shall pay to York a one-time retirement health benefits cost contribution in the amount of \$15,000.00 per James City Employee hired by York pursuant to the Agreement. Said amount shall be due and payable in full not later than August 31, 2023.
- e. James City shall pay to York a one-time carryover leave balance cost in the amount of \$175,470.00 for sick, vacation, PTO and comp time credited for each James City employee hired by York.
- f. For health insurance utilization, James City will contribute to York County's self-insured medical and dental fund a yearly contribution for 10 years equal to net per employee per year cost (PEPY) averaged trended cost for the last 3 years as calculated

by the County's benefits consultants times 23 positions. The net PEPY averaged trended cost will be recalculated at each 3 year mark. The cost for FY2024, FY2025 and FY2026 shall be \$26,758, \$26,154 and \$27,687 respectively.

g. In the event unforeseen, additional implementation costs arise, York may request, and James City shall pay additional cost contributions, not to exceed \$300,000.00 ("Contingency Funding"). Contingency Funding shall be available until June 30, 2024.

6. **Capital Improvement Program Contribution.** For any capital improvement program project ("CIP Project") approved and recommended in conformance with the Agreement, James City shall pay to York a portion of such CIP Project. The portion of any CIP Project payable by James City ("JCC's Obligation") shall be determined as follows:

JCC'S OBLIGATION = NET CIP PROJECT COST x JCC'S COST SHARE

Net CIP Project Cost is the total CIP project cost MINUS award of any grant to support the CIP Project MINUS funding from any source other than York, Poquoson, James City, and Williamsburg.

JCC's Cost Share is 23 DIVIDED by the total number of Regional 9-1-1 Center personnel, including all dispatchers, supervisors, and other personnel.

7. **Operational Costs.** James City shall pay to York a portion of the annual operating budget for the Center MINUS employment costs ("Budget"). The portion of the Budget payable by James City ("JCC's Budget Obligation") shall be determined as follows:

JCC'S BUDGET OBLIGATION = NET BUDGET OPERATIONAL COSTS x JCC'S COST SHARE

Net Budget is the Budget MINUS award of any grant to support the Budget MINUS funding for operational costs from any source other than the E911 Services Board, York, Poquoson, James City, and Williamsburg

JCC's Cost Share is 23 DIVIDED by the total number of Regional 9-1-1 Center personnel, including all dispatchers, supervisors, and other personnel.

For fiscal year 2024, JCC'S Budget Obligation shall not exceed \$327,000.00.

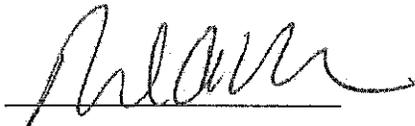
8. **Payment.** All payments due from James City shall be made in equal quarterly payments in arrears, due 30 days after each fiscal quarter – September 30, December 31, March 31, and June 30 –, unless otherwise agreed to by the Parties.

9. **Term.** The term of this MOU shall be the same as the term of the Agreement. Termination of the Agreement shall terminate this MOU.

**Review and Modification.** This MOU shall be reviewed from time to time, and at least every five years beginning on or about July 17, 2028. This MOU may be amended or modified only by an instrument in writing signed by both Parties.

IN WITNESS WHEREOF, James City and York have caused the signatures of their duly authorized administrators to be affixed below:

COUNTY OF YORK



York County Administrator

8/8/23

Date

COUNTY OF JAMES CITY

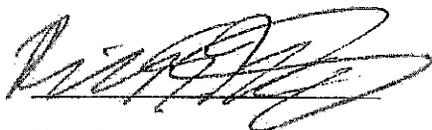


James City County Administrator

8-1-2023

Date

Approved as to form:



York County Attorney

Approved as to form:



James City County Attorney

# COUNTY OF YORK

## MEMORANDUM

**DATE:** August 8, 2023

**TO:** York County Board of Supervisors

**FROM:** Neil A. Morgan, County Administrator

**SUBJECT:** Cruise Ship *The World* Yorktown Visit



Pending the approval of the Riverwalk Landing Piers MTSA Facility Security Plan, the cruise ship *The World* will make a call to Yorktown on October 13-14, 2023. The vessel, which is a private residential cruise ship operating like a luxury condominium complex, is approximately 644 feet long and averages 150 – 200 residents. Due to the size, the ship's residents will arrive at the Riverwalk Landing Piers via tender vessel with the cruise ship itself anchoring in the York River at the preapproved location.

The County staff was originally contacted in November 2018 about an October 2021 call to Yorktown. However, due to the pandemic, the scheduled visit was canceled. In March 2022, the County staff was contacted again to schedule *The World's* October 2023 call to Yorktown.

The visit will not be the ship's first visit to Yorktown. *The World* made its initial call in 2010, anchored in the York River, and came to the Riverwalk Landing Piers via tender vessel.

Williams/3508

# COUNTY OF YORK

## MEMORANDUM

**DATE:** August 10, 2023  
**TO:** York County Board of Supervisors  
**FROM:** Neil A. Morgan, County Administrator  
**SUBJECT:** Engineering Design Authorizations



The purpose of this memorandum is to advise the Board of Supervisors that I have authorized three design contracts based on previously Board approved "on-call" engineering design companies. The design work will now proceed based on established infrastructure priorities. A description of the design work is provided below:

### Design Work Related to Queens Lake Dam and Drainage

Eroding ravines in Queens Lake have been an issue for the last 30 years. The initial Stormwater Capital Improvement Project (CIP) Project, back in 1999, was to fix two ravines in Queens Lake. Over the years, our in-house stormwater crew has fixed several more.

Six years ago, the County was requested to fix several other ravines which were too large for the in-house crew. At that time, a CIP was requested to fix all the ravines.

The County's Central Purchasing Office previously conducted a public solicitation for Stormwater Engineering Projects, and awarded a contract to AH Environmental. An order was placed with AH Environmental for the Queens Lake Stream (Ravine) Improvement project in the amount of \$244,380.

The Queens Lake Dam Spillway Improvements Project is a collaborative effort between the Queens Lake Community Association (QLCA) and York County to address the recent dam safety standards imposed by the Virginia Department of Conservation of Natural Resources on the Queens Lake Dam. The dam, which is privately owned, is of particular interest to the County due to its connection to sewer infrastructure and public road access. Failure of the dam could result in damage to this infrastructure and pose a potential liability to the County.

To address deficiencies with the dam, the Queens Lake Association has invested in plans to enhance the dam embankment. However, it is expected that they will not be able to cover all of the costs of these improvements, let alone the costs of addressing deficiencies with the spillway. In response, the County will be assisting in protecting the dam and its assets.

To ensure that these improvements are in compliance with local and state standards, the County is acquiring services from their engineering consultant to begin design on the spillway. These services are in direct reference to a technical memo prepared by AH Environmental earlier this year.

Through this project, the Queens Lake Community Association and York County aim to bring the Queens Lake Dam into compliance with dam safety standards and protect the infrastructure and public access connected to it. An order was placed with AH Environmental for the Queens Lake Dam Spillway Improvement Project in the amount of \$157,962.

Over the next sixty days I hope to provide the Board of Supervisors with a proposed, revised Memorandum of Understanding with the Queens Lake Association so that all future design and construction will be coordinated with the County as the lead partner conditioned on financial contributions from the QLCA.

#### Rails to Trails Feasibility Study

The County is working with the Navy to coordinate and explore the feasibility of constructing a multi-modal trail along Penniman Road. The proposed trail would run along an unused railroad track from Penniman Road and Water Country Parkway to Government Road, covering approximately 8,200 linear feet. The trail would provide access for both bicycles and pedestrians. It would tie into the soon to be constructed Virginia Department of Transportation (VDOT) project at Government Road. Upon completion, there would be a continuous bike path from Penniman Road in Williamsburg to the Colonial Parkway.

The Navy has expressed a willingness to cooperate with the County on this project and it was agreed that the proposed feasibility study is the best way to advance the project concept. A feasibility study will confirm whether the land on which the trail would be constructed is environmentally appropriate. This study includes an environmental assessment and geotechnical investigation in accordance with federal requirements. The results of this study will be shared with the Navy and will determine how the County can proceed with final design of the trail.

The County's Central Purchasing Office previously conducted a public solicitation for Architectural and Engineering Services, and awarded a contract to Clark Nexsen for engineering services. The Board of Supervisors approved this contract on July 18, 2023. In accordance with the resolution, notification is hereby given to the Board for the task order for the Rails to Trails Feasibility Study in the amount of \$124,956.35.

As the design work proceeds, the Board can expect additional project updates.

Dudley/3717

COUNTY ADMINISTRATOR  
Neil A. Morgan



**BOARD OF SUPERVISORS**

Walter C. Zaremba  
District 1  
Sheila S. Noll  
District 2  
W. Chad Green  
District 3  
G. Stephen Roane, Jr.  
District 4  
Thomas G. Shepperd, Jr.  
District 5

August 7, 2023

York County Board of Supervisors  
P.O. Box 532  
Yorktown, Virginia 23690

Dear Members of the York County Board of Supervisors:

Thank you for the opportunity the Board has given me to serve as your County Administrator. It is time for me to plan my departure in an orderly manner consistent with the community's and the organization's future needs. Therefore, this is to advise you that it is my intention to retire on January 1, 2024.

With the Board's strong support, we have accomplished much during the past eight years. Among the most important things we have done is the implementation of a strong and sustainable Capital Improvements Program for both the County and our York County School Division (YCSA). Additionally, we have focused on the Board's strategic priorities through the operating budget. We have meaningfully grown the staffing levels and service quality of both law enforcement and Fire and Life Safety. We have prepared the County organization for a rapidly changing future by creating an extended leadership team with deputy department directors in anticipation of inevitable staff changes already underway.

We have also created a more resilient community by investing in emergency generators at public buildings and community shelters and growing our Public Works grounds maintenance and stormwater response capacity. With the Board's leadership, we have begun the long-term work needed to enhance the County's quality of life by working to build a system of sidewalks and bike trails as well as upgrading the quality of our parks and libraries. Just as importantly, the County has strengthened its critical relationship with the YCSA throughout my time as County Administrator. This relationship between the two most important local government institutions within our community has been critical to all that we have achieved together.

All of these achievements have occurred in the context of a regional economy that was still recovering from the great recession in the 2015/2017 time frame, and while the community and the County organization dealt with the COVID-19 pandemic, a two-year period of unprecedented disruption for all. Throughout all of the rapid changes of the past decade, York County has continued its tradition of being a reliable regional partner in the many Hampton Roads and Peninsula institutions of which we are a part. Our collective progress has occurred while we maintained the County's status as the lowest taxed, full service, major locality in Hampton Roads.

224 Ballard Street • P.O. Box 532 • Yorktown, Virginia 23690-0532 • (757) 890-3320  
Fax: (757) 890-4002 • TDD (757) 890-3621 • Email: [bos@yorkcounty.gov](mailto:bos@yorkcounty.gov)  
*A Hampton Roads Community*

York County Board of Supervisors

August 7, 2023

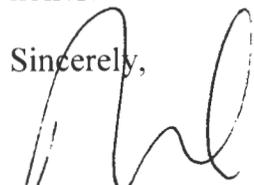
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As was the case when I arrived, the County continues to be blessed with a talented, loyal and hard-working staff, which has been the key to all that our elected officials, management, and our residents have aspired to accomplish.

I want to acknowledge my wife, Jo Ann, who has willingly sacrificed to support my career over the years. We plan to continue to be interested citizens of York County and the region in the coming years.

Serving as the York County Administrator has been a tremendous opportunity and a great honor.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil A. Morgan". The signature is fluid and cursive, with a large initial "N" and "M".

Neil A. Morgan  
County Administrator