

**OUTGOING
CORRESPONDENCE**

SOUTHAMPTON COUNTY



26022 Administration Center Drive
O. Box 400
Courtland, Virginia 23837

757-653-3015
Fax: 757-653-0227

June 30, 2011

Ms. Cheryl Jackson, Executive Director
Virginia Sesquicentennial of the American Civil War Commission
General Assembly Building
910 Capitol Street, 2nd Floor
Richmond, VA 23219

RE: Civil War 150 HistoryMobile

Dear Ms. Jackson:

Enclosed herewith please find an executed copy of the Host Services Agreement that you forwarded to Supervisor Brown earlier this month. The agreement was reviewed and discussed by the Board of Supervisors in regular session earlier this week. They have agreed to the terms and provisions contained therein and authorized Supervisor Brown to endorse the agreement on behalf of Southampton County.

We look forward to the HistoryMobile's visit to Southampton County on November 14-16, 2011 and very much appreciate your assistance in coordinating it.

With gratitude and kind regards, I remain

Very truly yours,

A handwritten signature in black ink, appearing to read 'Michael W. Johnson', with a long horizontal flourish extending to the right.

Michael W. Johnson
County Administrator

Enclosure: Host Services Agreement

SOUTHAMPTON COUNTY



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June 30, 2011

Mrs. Cynthia W. Banks
33756 Sandy Ridge Road
Franklin, VA 23851

RE: Southampton County Social Services Administrative Board Appointment

Dear Mrs. Banks:

I am pleased to confirm your recent appointment to the Southampton County Social Services Administrative Board which was unanimously approved by the board of supervisors in their regular session of June 27, 2011.

By copy of this letter, I am notifying Ms. Michelle Stivers, our Director of Social Services, of your appointment. If she hasn't already, I'm sure she'll be contacting you to discuss Board orientation and inform you of the dates and times of upcoming Board meetings.

On behalf of the board of supervisors, please accept my gratitude for your willingness to serve.

With kind regards, I remain

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael W. Johnson'.

Michael W. Johnson
County Administrator

cc: Ms. Michelle Stivers

mikejohnson

From: mikejohnson [mikejohnson@co.southampton.state.va.us]
Sent: Tuesday, June 28, 2011 10:47 AM
To: 'keira.johnson@dhcd.virginia.gov'
Cc: 'tssoms@stopinc.org'
Subject: 2012 Subrecipient Designation - Southampton County

Ms. Johnson,
Please be advised that Southampton County would like to locally administer the IPR program in FY 2012. Please forward the contract to my attention at your earliest convenience.

Since it has been quite some time since we've administered the program ourselves, we'll need to take advantage of any training opportunities or workshops that may be available. Please let me know when and where these opportunities will occur.

Best regards,
Mike

Michael W. Johnson
County Administrator
Southampton County
P.O. Box 400
Courtland, VA 23837
(757) 653-3015
www.southamptoncounty.org

6/28/2011

SOUTHAMPTON COUNTY



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Courtland, Virginia 23837

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June 28, 2011

Ms. Sonya Hallums-Ponton
District Program Manager
VDOT
1700 North Main Street
Suffolk, VA 23434

RE: Proposed Courtland Interchange

Dear Ms. Hallums-Ponton:

In regular session on June 27, 2011, the Board of Supervisors unanimously approved the conceptual design for the grade separated interchange that is proposed east of Courtland, Virginia.

It is our understanding that final design is underway and the project is expected to advance to construction in FY 2014.

We are positively delighted to have reached this point and look forward to completion of the project.

With kind regards, I remain

Very truly yours,

A handwritten signature in black ink, appearing to read 'Michael W. Johnson', written over a horizontal line.

Michael W. Johnson
County Administrator

SOUTHAMPTON COUNTY



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P. O. Box 400
Courtland, Virginia 23837

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June 28, 2011

Mrs. Bernadette Whitley
18508 Rosemont Road
Franklin, VA 23851

Dear Mrs. Whitley:

I am pleased to inform you of your recent reappointment to the Blackwater Regional Library Board of Trustees which was unanimously approved by the Board of Supervisors in their regular session of June 27, 2011.

Your term is effective immediately and will end June 30, 2015.

On behalf of the Board of Supervisors, please accept my gratitude for your willingness to continue to serve in this capacity.

With kind regards, I am

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael W. Johnson', with a long horizontal flourish extending to the right.

Michael W. Johnson
County Administrator

cc: Ms. Yvonne Hilliard-Bradley

LINE OF DUTY
ADDENDUM TO THE
MEMBER AGREEMENT FOR
VIRGINIA ASSOCIATION OF COUNTIES
GROUP SELF INSURANCE RISK POOL

THIS ADDENDUM IS EFFECTIVE IF THE APPROPRIATE CONTRIBUTION IS PAID FOR LINE OF DUTY COVERAGE.

THIS AGREEMENT, in addition to the general conditions and agreements contained in the Member Agreement for Virginia Association of Counties Group Self Insurance Risk Pool, which are incorporated herein and made a part hereof, the following provisions apply exclusively to Line of Duty coverage, pursuant to the Line of Duty Act, Chapter 4 of Title 9.1 of the Code of Virginia, between all the parties who are now or may hereafter become Members of the Line of Duty coverage of the Virginia Association of Counties Group Self Insurance Risk Pool (VACoRP), a Group of political subdivisions;

WHEREAS, the Members of the Group have agreed to provide for joint and cooperative action to self-insure and to pool their separate liabilities arising pursuant to the terms of the Line of Duty Act ("LODA");

WHEREAS, the Members intend this Addendum as a mutual covenant of assumption of joint and several liability and shall not be deemed to form or to be a partnership;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and obligations contained herein, which are given by the Group and each Member to each other Member and so accepted by each Member and the Group, the parties hereto covenant and agree as follows:

1. Membership

Each Member hereby agrees that the Group may admit as Members of the Pool only acceptable political subdivisions in the Commonwealth of Virginia or agencies thereof as defined in Chapter 27 of Title 15.2 of the Code of Virginia. Subject to the provisions of Chapter 27 of Title 15.2 of the Code of Virginia, and rules adopted thereunder relating to the approval of Members and the Group's bylaws, the Board shall be sole judge as to whether or not an applicant shall be admitted to membership. Each Member agrees that a Member may, at the sole discretion of the Board, be terminated from membership in the Pool at any time after ninety (90) days notice in writing has been given to such Member, except that a Member may be terminated at any date after thirty (30) days written notice to such Member for non-payment of contributions or assessments. Except as otherwise expressly provided, no liability shall accrue to the Pool or to the remaining Members for any liability of any terminated Member arising subsequent to the date of termination specified in said notice and such terminated Member shall be separately and solely responsible for any liability arising thereafter.

2. Limit of Liability

Each and all of the Members jointly and severally agree to assume, pay and discharge any liability under LODA of any and all Member employers; and each Member agrees to pay such assessments as may be required pursuant to paragraph 1.5 of the Member Agreement.

Liability of VACoRP to the employees of any Member is specifically limited to such obligations as are imposed by law against the employer Member under LODA to the extent applied for and approved by the Group. Upon approval by the Board, liability of VACoRP extends to certain volunteer employees of a Member as specified in LODA upon the Member's compliance with the requirements of LODA.

3. Inspection of Member's Facilities and Records

The Board, the Administrator, the Service Agent, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times to inspect the Member's work places, plants, works, machinery, and appliances covered by this Addendum, and shall be permitted at all reasonable times within two (2) years after the final termination of the membership to examine Member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the contribution which is payable under the terms hereof.

4. Risk Management

In the event of an accident or a reported claim, each Member agrees to make immediate provision for the care of his employee, and to give immediate notification of the accident to the Service Agent on the prescribed forms. Costs of such care shall be paid by the Group to the extent required by LODA.

5. Punitive or Exemplary Damages

The coverage of the Group shall not apply to punitive or exemplary damages asserted or awarded by or to any employee of any Member under LODA whether because of bodily injury to an employee employed in violation of law, or otherwise.

6. Disbursements

The Members jointly and severally covenant and agree that there shall be no disbursements to Members or former Members of the Group out of funds of the Group by way of dividends or distribution of claim reserves until after provision has been made for all obligations of the Group under LODA and except at the discretion of the Board upon application to and approval by the State Corporation Commission, Bureau of Insurance.

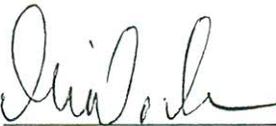
7. Miscellaneous

a. The Group, the Member which is a party hereto, and each other Member, whether now or to become a Member, agree to be bound by all the terms and conditions of this Agreement

b. If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to that end the provisions of this Agreement are severable.

c. The Association and each Member agree with each other Member, whether now or to become a Member, to be bound by all the terms and conditions to this Agreement.

IN WITNESS WHEREOF, this Addendum is executed on behalf of the Member named herein and by the Group on behalf of the Members collectively, each by a duly authorized representative.

By:  Michael W. Johnson 6-28-2011
Authorized Representative Date

Name: Southampton County
Member Organization Name

VIRGINIA ASSOCIATION OF COUNTIES
GROUP SELF INSURANCE RISK POOL (VACoRP)

By: _____
Authorized Representative

SOUTHAMPTON COUNTY



26022 Administration Center Drive
P. O. Box 400
Martinsville, Virginia 23837

757-653-3015
Fax: 757-653-0227

June 7, 2011

Susan M. Keith
Employer Representative Program Manager
Virginia Retirement System
P.O. Box 2500
Richmond, VA 23219

RE: Irrevocable Election Not to Participate in Line of Duty Act Fund

Dear Ms. Keith:

Please accept the enclosed Resolution as Southampton County's election to opt out of the Line of Duty Act Fund, effective July 1, 2011.

While we have adopted the Resolution required by the VRS Board of Trustees, we reserve any and all rights we may have in law or in equity to contest its contents at any time in the future. Specifically, we disagree that Item 258 of the 2011 Budget Bill requires us to repay payments made from the Fund or any corresponding administrative fees for FY 2011. We submit this form solely because the VRS has made it clear that this is the only Resolution that will be recognized as an official opt out.

Thank you for your attention to this matter. Should you have any questions or comments, please feel free to contact me directly.

Very truly yours,

Michael W. Johnson
County Administrator

cc: Lynette Lowe, Finance Director
Stephanie Heintzleman, VACORP

RESOLUTION

Irrevocable Election Not to Participate in Line of Duty Act Fund

WHEREAS, pursuant to Item 258 of the Appropriations Act, paragraph B, the Virginia General Assembly has established the Line of Duty Act Fund (the "Fund") for the payment of benefits prescribed by and administered under the Line of Duty Act (Va. Code § 9.1-400 et seq.); and

WHEREAS, for purposes of administration of the Fund, a political subdivision with covered employees (including volunteers pursuant to paragraph B2 of Item 258 of the Appropriations Act) may make an irrevocable election on or before July 1, 2012, to be deemed a non-participating employer fully responsible for self-funding all benefits relating to its past and present covered employees under the Line of Duty Act from its own funds; and

WHEREAS, it is the intent of Southampton County to make this irrevocable election to be a non-participating employer with respect to the Fund;

NOW, THEREFORE, IT IS HEREBY RESOLVED that Southampton County hereby elects to be deemed a non-participating employer fully responsible for self-funding all benefits relating to its past and present covered employees under the Line of Duty Act from its own funds; and it is further

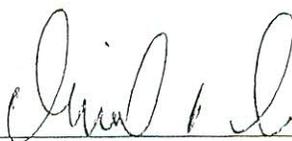
RESOLVED that the entities attached herewith on Schedule "A", to the best of the knowledge of Southampton County, constitute the population of its past and present covered employees under the Line of Duty Act; and it is further

RESOLVED that, as a non-participating employer, Southampton County agrees that it will be responsible for, and reimburse the State Comptroller for, all Line of Duty Act benefit payments (relating to existing, pending or prospective claims) approved and made by the State Comptroller on behalf of Southampton County on or after July 1, 2010; and it is further

RESOLVED that, as a non-participating employer, Southampton County agrees that it will reimburse the State Comptroller an amount representing reasonable costs incurred and associated, directly and indirectly, with the administration, management and investment of the Fund; and it is further

RESOLVED that Southampton County shall reimburse the State Comptroller on no more than a monthly basis from documentation provided to it from the State Comptroller.

Adopted in Courtland, Virginia this 27th day of June, 2011.



Michael W. Johnson, Clerk to the Board of Supervisors

SCHEDULE "A"

Southampton County
Line of Duty Act
Covered Entities

1. Southampton County Sheriff's Office
2. Boykins Fire and Rescue
3. Branchville Fire Department
4. Capron Fire and Rescue
5. Courtland Fire Department
6. Courtland Rescue Squad
7. Drewryville Fire Department
8. Ivor Fire Department
9. Ivor Rescue Squad
10. Newsoms Fire Department
11. Sedley Fire Department