



# MIDDLE RIVER REGIONAL JAIL

Serving Staunton, Waynesboro, Harrisonburg and  
the Counties of Augusta and Rockingham

February 4, 2020 2:00 p.m.

Augusta County Government Center  
18 Government Center Lane  
Verona Virginia 24482

## 1. CALL TO ORDER

Upon determination of a quorum, Mr. King, Chairman, called the February 4, 2020 Middle River Regional Jail Authority Board meeting to order at 2:00 p.m.

### Members Present:

Stephen King, Rockingham County Administrator (Chairman)  
Steven Rosenberg, Staunton City Manager (Vice Chairman)  
Eric Campbell, Harrisonburg City Manager  
Michael G. Hamp, Waynesboro City Manager  
Jennifer Whetzel, Augusta Assistant County Administrator  
Cameron McCormick, Waynesboro City Finance Director  
Phillip Trayer, Staunton City Finance Director  
Patricia Davidson, Rockingham County Finance Director  
Larry Propst, Harrisonburg City Finance Director  
Donald Smith, Augusta County Sheriff  
Bryan Hutcheson, Rockingham County Sheriff  
Joe Harris, Waynesboro City Sheriff

### Members Absent:

Timothy Fitzgerald, Augusta County Administrator  
Eric English, Harrisonburg Police Chief  
Matt Robertson, Staunton City Sheriff

### Facility Staff:

Jeffery Newton, CJM, Superintendent, Middle River Regional Jail  
Eric Young, Director of Operations, Middle River Regional Jail  
Lori Nicholson, Director of Support Services, Middle River Regional Jail  
Jeannie Colvin, Finance Director, Middle River Regional Jail  
Tina Reed, Recorder, Middle River Regional Jail

### Others Present:

Jeff Gore, Legal Counsel, Middle River Regional Jail Authority  
Faye McCauley, Legal Liaison, Middle River Regional Jail  
Captain Jimmy L. Wimer, Rockingham County  
Tyler Farnsworth, PB Mares  
Betsy Hedrick, PB Mares  
Misty Cook, Finance Director, Augusta County  
Tom Sheets, Citizen

Peter Boatner, Attorney  
Sergio Ossorio, Press Journalist  
Jim Orndorff, Citizen

**2. RECOGNITIONS, RESOLUTIONS, AWARDS, AND RETIREMENTS**

There were no Recognitions, Resolutions, Awards or Retirements

**3. APPROVAL OF MINUTES**

Mr. Hamp made a motion to approve the minutes from the December 3, 2019 meeting. Sheriff Hutcheson seconded the motion. Approval was **unanimous**.

**4. CITIZEN COMMENTS AND COMMUNICATIONS**

There were no public comments.

**5. COMMENTS FROM BOARD MEMBERS OR LEGAL COUNSEL**

There were no Board or Legal Counsel comments.

**6. FINANCE REPORT**

Betsy Hedrick and Tyler Farnsworth reviewed the Financial Audit Report for FY'19. Ms. Hedrick presented the report, noting that internal controls were reviewed and related issues have been addressed. The final report has an unmodified opinion. There were no significant deficiencies. At this time Augusta County continues to serve as MRRJ fiscal agent. Ms. Davidson made a motion to accept the audit report. Mr. Campbell seconded the motion. Approval was **unanimous**.

Ms. Colvin reviewed the finance report with the Board.

**7. REPORTS AND BRIEFING**

Major Young reviewed the following reports:

- a. **Population Report** – As of February 3, 2020, there is a total of 890 offenders being housed at MRRJ. Mr. King requested further explanation of a courtesy hold which Major Young explained. Agency to agency assisting one another. Ms. Davidson requested further information regarding Highland County. Highland County pays a percentage for any inmates they request housed during a fiscal year.
- b. **Community Corrections Report** – Reviewed and discussed.
- c. **Staff Vacancy Report** – Reviewed. At this time there are six Officer vacancies. Mr. Newton explained to the Board four to eight vacancies are normal. Mr. Newton also advised of pending retirements.
- d. **Inmate Medical** - Major Nicholson provided a medical update:
  - Currently holding thirteen pregnant females
  - Rappahannock Health Care is training staff on High Blood Pressure
  - Ms. Chestnut was able to obtain enrollment in a drug program that will provide life sustaining medication for inmates who meet certain criteria. This will produce a savings of at least \$54,000.00 per month.

**e. Superintendent's Report –**

- Reviewed the Annual inmate Program Report that was sent to the courts.
- Food Service negotiations are complete. Trinity Foods will start on April 1, 2020.
- Reviewed House Bill 1532. This bill will have a tremendous impact on Regional Jails. The bill is going to Appropriations.
- For the month of January, 2020, a total of 45 inmates were sent to the Department of Corrections.
- A discussion was held on the timeliness of information getting to the board. Mr. Newton explained that the jail staff try to give the Board the most accurate information possible. Mr. Rosenberg requested that information be received earlier than 24 hours before the meetings in order to have time to review. Mr. Newton will have staff begin sending all reports the Thursday before meeting dates. He explained to the Board that the Finance report will be a month behind.

**8. OLD BUSINESS**

- Community Based Corrections Plan Update** – Plan has been submitted to Department of Corrections. Tony Bell with Moseley Architects has a meeting scheduled with the Department of Corrections to discuss. The Board does not need to take any further action at this time.
- Secretary** – After the last meeting it was found that Ms. Reed can't serve as Secretary however, she can remain as Recorder. The Secretary position must be a Board member. Ms. Davidson made a motion that Ms. Whetzel serve as Secretary. Mr. Hamp seconded the motion. Approval was **unanimous**.

**9. NEW BUSINESS**

- Resolution to join Virginia Energy Purchasing Agreement** - Ms. Colvin reviewed the resolution with the Board. Mr. Rosenberg would like the resolution to be brought to the Board in April in order to ensure that the most recent agreement is being used.

**10. ADJOURNMENT**

With no additional business before the Authority Board, the meeting was adjourned at 2:40 p.m.

**The next Authority Board meeting is scheduled for April 7, 2020 at 2:00 p.m.**

**Location: Augusta County Government Center Smith Board Room West.**

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Stephen King, Chairman

## RESOLUTION

### APPROVING JOINT POWERS ASSOCIATION AGREEMENT

**WHEREAS**, the VML/VACo Virginia Power Steering Committee (the "Committee"), composed of representatives of local governments and political subdivisions of the Commonwealth, has for over several decades negotiated on behalf of such governmental units a standard form contract for their purchase of electricity supply and delivery service from Virginia Electric and Power Company ("Virginia Power") as a sole source provider; and

**WHEREAS**, political subdivisions of the Commonwealth of Virginia are authorized under Virginia law to exercise jointly powers that they otherwise are authorized to exercise independently, and the terms and conditions of such authorization are currently set forth in Sections 15.2-1300, et seq. of the Virginia Code (the "Joint Powers Act"); and

**WHEREAS**, the Virginia Electric Utility Restructuring Act (the "Restructuring Act") further authorizes municipalities and other political subdivisions in the Commonwealth to aggregate their electricity supply requirements for the purpose of their joint purchase of such requirements from licensed suppliers, and the Restructuring Act provides that such aggregation shall not require licensure; and

**WHEREAS**, the Virginia Public Procurement Act (\*the "Procurement Act") exempts from its competitive sealed bidding and competitive negotiation requirements (the "Requirements") the joint procurement by public bodies, utilizing competitive principles, of electric utility services purchases through member associations under the conditions set forth in the Procurement Act; and

**WHEREAS**, the Committee recommends that the aggregation and procurement of electric supply, electric delivery, and other energy-related services ("Energy Services") be effectuated as provided in the Joint Powers Association Agreement, a copy of which is attached to and made part of this Resolution (the "Joint Powers Agreement"), in accordance with applicable provisions of the Procurement Act, such as the utilization of competitive principles pursuant to an exemption from the Requirements, and

**WHEREAS**, the Committee also recommends that the other services provided by the Committee to its members be effectuated as provided in the Joint Powers Agreement, with such services consisting of (i) assistance in implementing standard form contracts for the purchase of services from incumbent electricity utilities, (ii) education of members regarding electricity procurement issues, (iii) monitoring of legal and regulatory

developments affecting the provision of electricity services to local governments, and (iv) hiring of consultants and legal counsel to assist in its provision of the foregoing services ("Steering Committee Services").

**WHEREAS**, it appearing to the Middle River Regional Jail Authority (the "Authority") that the joint procurement of the Energy Services pursuant to the Joint Powers Agreement and the provision of Steering Committee Services pursuant to the Joint Powers Agreement is otherwise in the best interest of the Middle River Regional Jail Authority.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that:

- 1) Competitive sealed bidding and competitive negotiation for the procurement of Energy Services are not fiscally advantageous to the public because the procurement process for Energy Services must be flexible enough to respond to quickly changing market conditions in which energy prices fluctuate considerably on a daily or even hourly basis.
- 2) The aggregation and joint procurement of the Energy Services pursuant to the Joint Powers Agreement is hereby approved.
- 3) The provision of Steering Committee Services pursuant to the Joint Powers Agreement is hereby approved.
- 4) The Joint Powers Agreement and the performance of the terms and conditions thereof on behalf of the Middle River Regional Jail Authority are hereby authorized and approved.
- 5) The Authority Board Chairman is hereby authorized and directed to execute and deliver the Joint Powers Agreement on behalf of the Middle River Regional Jail Authority in substantially the form presented to this meeting.
- 6) The payment of obligations of the authority pursuant to the provisions hereof and the Joint Powers Agreement shall be subject to the annual approval of funds therefor in its budget by the Middle River Regional Jail Authority.
- 7) This Resolution shall take effect immediately upon its adoption or passage.

  
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Stephen G. King, MRRJA Chairman

Adopted this 23<sup>rd</sup> day of June, 2020

**VIRGINIA ENERGY PURCHASING GOVERNMENTAL ASSOCIATION  
JOINT POWERS ASSOCIATION AGREEMENT**

Dated as of March 1, 2002

**THIS AGREEMENT** (“Agreement”), is made and entered into by and among the local governments and other political subdivisions of the Commonwealth of Virginia which are signatories hereto (each a “Member” and, collectively, the “Members”), effective as of March 1, 2002, for certain signatories or such later effective date for other signatories as set forth on such signatories’ execution page.

**WITNESSETH :**

**WHEREAS**, each Member is authorized by law to acquire electricity supply, electricity delivery, and other energy-related services (“Energy Services”) as necessary or appropriate for the operation of its respective public facilities; and

**WHEREAS**, political subdivisions of the Commonwealth of Virginia are authorized under the Code of Virginia 1950, as amended (the “Code”) to exercise jointly powers that they otherwise are authorized to exercise independently, and such authorization is currently set forth in sections 15.2-1300, et seq. of the Code, which provide that any power, privilege or authority exercised or capable of being exercised by a political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority except where express statutory procedure is otherwise provided for the joint enterprise; and

**WHEREAS**, Code sections 15.2-1300, et seq. authorize two or more political subdivisions to enter into agreements with one another for such joint action and to appropriate funds and sell, lease, give or otherwise supply such property, personnel or services therefor as may be within their legal power to furnish; and

**WHEREAS**, the Members, pursuant to the authority granted in Code sections 15.2-1300, et seq. or such similar authority as may from time to time be authorized under the Code, desire to create a joint powers association and associate as members hereunder with the assistance of the Consultant and Counsel (identified below), for the purposes, among other things, of promoting the interest and welfare of the Members, and developing a closer relation among them, all as hereinafter more particularly set forth; and

**WHEREAS**, the Virginia Public Procurement Act (the "Procurement Act") exempts from its competitive sealed bidding and competitive negotiation requirements (the "Requirements") the joint procurement by public bodies, utilizing competitive principles, of electric utility services purchased through member associations under the conditions set forth in the Procurement Act;

**WHEREAS**, the Virginia Power Steering Committee of the Virginia Municipal League and the Virginia Association of Counties (the "Committee"), which is composed of representatives of local governments and other political subdivisions of the Commonwealth purchasing energy from Virginia Electric and Power Company, d/b/a Dominion Virginia Power ("Virginia Power"), has (i) for several decades assisted such governmental bodies in connection with the negotiation of standard form contracts with Virginia Power for the purchase of electric utility services, including electric supply, distribution and transmission, and ancillary services, (ii) provided assistance in implementing such contracts, (iii) helped educate its members

regarding electricity procurement issues, (iv) monitored legal and regulatory developments affecting the provision of electricity service to local governments, and (v) has hired consultants and legal counsel to assist in its provisions of the foregoing services (“Steering Committee Services”).

**WHEREAS**, the Committee recommends that the aggregation and procurement of Energy Services be effectuated in compliance with applicable provisions of the Procurement Act, such as the utilization of competitive principles pursuant to an exemption from the Requirements, and the Committee also recommends that the Steering Committee Services be undertaken by the same entity that arranges for the procurement of the Energy Services.

**NOW, THEREFORE**, in consideration of the premises and the undertakings hereinafter stated, the Members agree as follows:

1. **Name**. The undertaking of the Members hereunder shall be named and designated as the Virginia Energy Purchasing Governmental Association (hereinafter “VEPGA”).
2. **Term of the Agreement**. This Agreement shall be effective for the period commencing on the date set forth above (with each Member to adopt the Agreement on or after such commencement date) and shall terminate upon the earlier of (a) a unanimous vote of all the remaining Members or (b) when the membership has decreased to one Member. Upon such termination, any property owned by VEPGA (or the proceeds from the sale of such property) shall be distributed to each remaining Member in accordance with VEPGA’s bylaws, as such bylaws may be amended from time to time by the board governing VEPGA (the “Bylaws”).
3. **Purpose of the Agreement**. The Members enter into this Agreement for the purpose of acting jointly to promote their interests and welfare and to promote the interest and



welfare of, and develop close relationships with, similar public bodies. This promotion and development shall consist of the purchase of one or more components of the Energy Services on an aggregated basis and also the provision of Steering Committee Services. VEPGA shall be the Members' agent regarding the purchase of Energy Services, which shall be done in the manner specified in the Bylaws. Each Member agrees, subject, however, to annual appropriation, (a) to purchase its respective share of the Energy Services for any of its accounts that have been selected by one or more supplier(s) chosen by VEPGA to service such accounts and to pay the rate for such accounts negotiated in the procurement process for the one or more components of the Energy Services, and (b) to pay its pro rata share of the budget or the membership fees as hereinafter set forth.

4. **Governance.**

(a) **The Board.** VEPGA shall be governed by a Board (the "Board") that shall initially consist of the individuals listed on Schedule A of this Agreement and thereafter members of the Board shall be elected by the Members in accordance with the Bylaws. The size of the Board may be increased or decreased in accordance with the Bylaws. The Board shall have power to decide all matters relating to VEPGA's activities and operations.

(b) **Meetings of the Board.** The Board shall meet at such times and places as shall be designated in the Bylaws.

(c) **Officers of the Board.** Paul Proto is hereby designated as the initial Chair of the Board, Steve Sinclair is hereby designated as its initial Vice-Chair and Steve Craig is hereby designated as its initial Secretary/Treasurer. These officers and any other officers elected in accordance with the Bylaws shall serve until the earlier of the submission of such officer's resignation or such officer's removal and the election of a successor by the Board. The Chair

shall preside at all meetings of the Board, except that in the absence of the Chair, the Vice-Chair or another Member of the Board shall preside. Vacancies in such offices may be filled by the Board at any meeting.

(d) Quorum for the Board. A majority of board members shall constitute a quorum for any Board meeting. The size of a quorum may be increased or decreased in accordance with the Bylaws.

(e) Actions by the Board. All matters for action by the Board may be adopted upon the affirmative vote of Board members voting at a meeting where a quorum is present, or otherwise as may be specified in this Agreement or in the Bylaws.

(f) Quorum for Members. The lesser of (i) a simple majority of the Members or (ii) eight Members shall constitute a quorum for any meeting of the Members. The size of a quorum may be increased or decreased in accordance with the Bylaws.

(g) Bylaws. The initial Bylaws are set forth in Schedule B to this Agreement. The Bylaws may be amended upon the affirmative vote of two-thirds of all the Board members or upon the affirmative vote of two-thirds of all the Members.

5. **Budget of the Association.**

(a) The Board shall establish a budget for VEPGA with funding by the Members based upon a pro rata share of the budget or, if applicable and approved by the Board, a minimum membership fee. Such pro rata shares and minimum fees shall be assessed on an annual basis except that, under extraordinary and unanticipated circumstances, the Board may assess a pro rata share and minimum fee more than once a year. The pro rata share will be based upon each Member's energy consumption or upon such other equitable method of funding as may be determined from time to time by the Board.

(b) VEPGA shall not create or incur any liability for the Members, jointly or severally, other than and subject to annual appropriation, (i) the costs incurred by any Member in paying its portion of the Energy Services in accordance with contracts signed by the Chair or Vice-Chair on behalf of VEPGA as the Member's agent or (ii) the pro rata share of the budget or the membership fees imposed for a Member's participation in VEPGA. No Member shall be liable or responsible for any payments owed under any contracts for any portion of the Energy Services purchased by any other Member.

6. **Withdrawal of Members.** A Member may withdraw from VEPGA effective July 1 of any calendar year if written notice has been given to VEPGA by March 1 of that calendar year; provided, however, that any accounts of a withdrawing Member that are participating in any contract awarded by VEPGA shall continue to participate in such contract until such contract has expired or has been terminated in accordance with the terms of such contract. Any other methods of withdrawing from VEPGA shall be set forth in the Bylaws.

7. **Execution of Multiple Originals.** This Agreement may be executed by the Members in multiple original counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**WITNESS** the following signatures, effective as of the date set forth underneath each signature.

**MEMBER:**

Middle River Regional Jail Authority

By:   
Stephen King

Title: Chairman, MRRJA

Date: 6/23/2020

**SCHEDULE A**

**LIST OF INITIAL BOARD MEMBERS**

3 Year Term (2002-2005)

Len Ringler, Paul Proto, Jerry Spivey, Ricky Bowers, Steve Sinclair

2 Year Term (2002-2004)

Matt Groff, Penny Newquist, Dave Gilman, Rick Raike, Bob Jennings

1 Year Term (2002-2003)

Roger Neve, Tom Colbert, Phil Norris, Mac Corwine, Jack Pitzer



# MIDDLE RIVER REGIONAL JAIL

Serving Staunton, Waynesboro, Harrisonburg and  
the Counties of Augusta and Rockingham

June 24, 2020

Ms. Sandra Harrington  
VEPGA  
13 East Franklin Street  
Richmond, Virginia 23219

COPY

Ms. Harrington:

You will find enclosed the original Resolution authorizing Middle River Regional Jail Authority's (MRRJA) membership in the Virginia Energy Purchasing Governmental Association (VEPGA) which was approved unanimously by the Board of the MRRJA at its meeting held June 23, 2020. Also enclosed is the original VEPGA Joint Power Association Agreement signed by the MRRJA Board Chairman and our designated contact form. Our check in the amount of \$250.00 for association dues will be paid by July 31, 2020.

Please let us know if any further action or information is needed to facilitate the MRRJA participation in VEPGA.

Sincerely,

Jeffrey L. Newton, CJM  
Superintendent

JLN/tr

Enclosures (3)

CC: File