

City Council Meeting Packet



November 1, 2016

AGENDA

Norton City Council

November 1, 2016

6:00 P.M.

1. Roll Call
2. Invocation – Rev. Jim Wells
3. Pledge of Allegiance
4. Approval of Minutes
 1. Meeting of October 18, 2016
5. Audience for Visitors
6. New Business
 - A. Introduction of the AmeriCorps/National Civilian Conservation Corps Team that will be Working on Trail Development at the Flag Rock Recreation Area.
 - B. Authorization to Enter Into a Memorandum of Understanding for a Regional Grant Application for the 2016 Assistance to Firefighters Grant Program with the City Serving as the Lead Applicant and Fiscal Agent.
 - C. Authorization to Execute Memorandums of Understanding and Agreements between the City of Norton Police Department and Area Agencies.
 - D. Resolution for a Salamander Sanctuary in Flag Rock Recreation Area.

E. Closed Meeting Discuss Personnel as Per Section 2.2-3711 (A) (1) of the City of Virginia, as Amended; Discussion or Consideration of the Acquisition of Real Property for a Public Purpose, or of the Disposition of Publically Held Real Property, Where Discussion in an Open Meeting Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body as Per Section 2.2-3711 (A) (3) of the City of Virginia, as Amended.

1. Appointment to the Virginia's Heritage Music Trail:
The Crooked Road for a Three (3) Year Term;
Currently Nancy Jones Whose Term Expires
11/30/2016.

To 11/30/2019

7. Comments by the City Manager, City Attorney, and City Council.

8. Adjournment.

The regularly scheduled meeting of the Norton City Council was held on Tuesday, October 18, 2016, at 6:00 p.m., in the Municipal Council Chambers with Mayor William Mays presiding.

Present: Mark Caruso, Robert Fultz, Jr., William Mays, Joseph Fawbush, and Dee Belcher

Also Present: Fred L. Ramey, Jr., City Manager, and Bill Bradshaw, City Attorney

The invocation was given by Reverend Gary Hill and was followed by the Pledge of Allegiance led by First Sergeant Greg Mays.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by the following vote: YES – Caruso, Fultz, Fawbush, Mays, Belcher, NO – None, ABSENT – None, Council moved to adopt the minutes of the October 4, 2016, meeting as presented.

During the Mayor's Call for Visitors, Mr. Chris Jones, Chairman of the City of Norton Tourism Committee, was present to give Council an update on the High Knob Music Festival, which was held at the High Knob Recreation Lake and on the activities of the Norton Tourism Committee. He advised that the volunteers of the High Knob Music Festival have applied for a grant to make improvements at High Knob Recreation Area, and the 2017 festival will be held in June to coincide with the Best Friend Festival and the Mountain Music Festival.

On behalf of Tourism Committee, Mr. Jones requested the City install "no littering" signs showing the penalty imposed for littering on High Knob and the enforcement of the littering ordinance. Mr. Jones talked about other suggestions for downtown and the Committee's thoughts for the FY 2016-2017 Tourism Budget.

Mayor Mays thanked Mr. Jones and noted that the Committee gave Council a great deal of information to consider.

Dr. Scott Hamilton, President of Mountain Empire Community College, gave a brief update on the college, advising that Fall enrollment is down slightly compared to last year. The college finished the FY 2016 budget year with a small surplus, and the college is partnering with other agencies to apply for grants to offer various industry training programs. Among the Virginia Community College System (VCCS), Mountain Empire Community College (MECC) is ranked number two in the state in workforce training due to tripling the amount of student credentials. MECC is responsible for 60 percent of the credits generated throughout the state for the On-Ramp Program, which provides training for dislocated workers and students who need to obtain their general education diploma (GED). Dr. Hamilton said Home Craft Days, held at the college this past weekend, was successful and the college is looking forward to another successful year.

Mayor Mays thanked Dr. Hamilton for his presentation and expressed Council's appreciation for his regular updates. Mayor Mays, on behalf of Council, presented Dr.

Hamilton with a Community Leadership Award recognizing him for seven years of dedicated service to the area as president of the College.

After the presentation of the plaque, applause was given to Dr. Hamilton and a group picture was taken with Council.

Mr. Ramey advised that he had asked the City Registrar Marie Muir and the Norton Electoral Board Chairman Mike Brown to attend the meeting to provide an update on the City's newly purchased electronic voting equipment.

Mr. Mike Brown, Chairman of the Norton Electoral Board, noted that the City purchased two Express Voting Machines and a DS200 Scanner and Tabulator. He said the benefit of the DS200 Scanner and Tabulator is that the equipment provides a printed ballot for voters to review before casting their vote and provides a paper trail for a vote recount, if needed. Mr. Brown advised that a video has been produced, by City staff, demonstrating how to use the new voting equipment, and the video will be shown on the City's Access Channel 51 and social media. The video was then played for Council, and Mr. Brown said the Electoral Board is expecting a large turnout of voters for the election.

Mr. Ramey said it has been several years since Dr. Walter "Wally" Smith of the University of Virginia's College at Wise (UVA-Wise) has updated Council on the salamander research being conducted at Flag Rock, so he invited him to explain the work being done on the project.

Dr. Smith advised that Flag Rock is a global "hot spot" for salamanders and that our area has more species of salamanders than any other location in the world. UVA-Wise is currently studying the green salamander because it is the only member of this species that lives in the Eastern United States. He said the green salamander is number two on the potentially endangered species list, and the United States Fish and Wildlife Service is in the process of determining if this species should be listed as threatened or endangered. He said the college has partnered with several other colleges in the scientific research of the green salamander, and their joint research has been published in three scientific journals. UVA-Wise has received \$130,000 in research funding due to the data collected at Flag Rock, and the college has been invited by the state to be the Virginia lead in a six-state effort to review the status of the species for the United States Fish and Wildlife Service.

Mr. Ramey said he is hoping to place an educational kiosk and signage on the green salamander at Flag Rock, with information provided by Dr. Smith, and to dedicate a section on the City's webpage to the research and findings.

Following a brief discussion, Council thanked Dr. Smith for his work at Flag Rock and his presentation.

The City Manager discussed the Norton Rescue Squad (NRS) funding history, via a PowerPoint presentation. Mr. Ramey advised that City Council had appropriated \$25,000 in the FY 2017 budget and that the City has transferred \$20,700 as of October 6, 2016. He said he is concerned that the squad will need additional funding to meet payroll and expenditures, so City Administration is requesting City Council consider appropriating an additional \$12,500 for FY 2017.

Councilman Caruso added that the Board has discussed updating the memorandum of understanding (MOU) between the City and the Norton Rescue Squad, and the Board has

established new by-laws that are expected to be approved at the first meeting in November. He said the Board will be asking the City to assist in all facets of creating a new accounting system for the NRS which will include payroll, an annual audit, a fixed asset inventory, a new property lease, mutual aid agreements, accounts payable, and a budget. The Board has asked the City to share its policies so NRS can mirror the policies of the City. Councilman Caruso said the Board has created a new position of Chief Operating Officer and the City will be able to work with the squad through this liaison position. He said the Board wants to start 2017 under the new policies and management practices. He noted Bingo has picked up and the Squad will begin accepting non-emergency transports to create another source of revenue.

After a brief discussion and upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by the following roll call vote: YES – Fultz, Fawbush, Belcher, Mays, NO – None, ABSTAIN – Caruso, ABSENT – None, Council moved to amend the budget and appropriate \$12,500 from unappropriated reserves to be used for the Norton Rescue Squad as the City Manager deems necessary.

Council had one transfer to confirm. This transfer was to Norton City Schools, dated September 28, 2016, in the amount of \$200,000 to cover September payroll expenditures.

Upon a motion by Councilman Caruso, seconded by Councilwoman Belcher, and passed by the following unanimous roll call vote: YES – Caruso, Fultz, Fawbush, Belcher, Mays, NO – None, ABSENT – None, Council moved to confirm the transfer to Norton City Schools as stated above.

Upon a motion by Councilman Caruso, seconded by Councilman Fultz, and passed by unanimous roll call vote, Council moved to go into closed meeting for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publically held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body as per Section 2.2-3711 (A) (3) of the Code of Virginia, as amended.

Mayor Mays declared Council in closed meeting.

Upon a motion by Councilman Caruso, seconded by Councilman Fultz, and passed by unanimous vote, Council moved to go back into open meeting.

Mayor Mays declared Council back in open meeting.

The Clerk polled each member of Council as to the Certification of Closed Meeting with each answering yes. The Clerk then read a Resolution of the Certification of Closed Meeting.

Upon a motion by Councilman Caruso, seconded by Councilwoman Belcher, and passed by the following unanimous vote: YES – Caruso, Fultz, Fawbush, Belcher, Mays, NO – None, ABSENT – None, Council moved to adopt A Resolution of the Certification of Closed Meeting. (Insert)

In comments from the City Manager, Mr. Ramey advised the following:

Dr. Perrigan provided copies of the line item school budget Council had requested and the copies have been placed on council members desks.

Mr. Ramey presented Council with the VML Achievement Award the City received from the Virginia Municipal League for Infrastructure.

He placed at each member's desk the latest Retail Sales Tax Report.

The City Manager provided Council with a draft resolution as an outcome of the Coalfield Equity Summit held October 13. He asked Council to review the resolution and if Council prefers formal consideration, he will place the resolution on the next agenda. The draft has been sent out to all the regional governments and school systems for review and consideration for adoption.

Mayor Mays advised he had read the draft resolution and feels it is appropriate for adoption.

Mr. Ramey advised Council has been invited to lunch by seventh grade teachers from Norton Elementary and Middle School to discuss civics.

He provided Council with a copy of the Flag Rock Mountain Bike Trail System article that appeared in the Kingsport Times News Sunday edition.

Mr. Ramey said the Woodbooger Event was very organized, and City employees appreciate Councilman Fawbush's efforts because it made their jobs easier to work the event.

The Halloween Bash in the City Park is scheduled from 4-7 p.m., Saturday, October 22.

The 5k Glow Run has been rescheduled for April 8, 2017.

There were no comments from the City Attorney.

In comments from Council:

Councilman Caruso asked if Council was going to approve the resolution that resulted from the Coalfields Equity Summit.

Council was of consensus that the draft resolution was acceptable as presented.

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by unanimous vote, Council moved to adopt the Resolution of the Coalfield Equity Summit for Equitable Funding of the Coalfield Region School Systems.

Mr. Bradshaw advised that the press need to be made aware of the adoption of the resolution.

Councilman Caruso asked the City Manager where the Planning Commission was in reviewing the Comprehensive Plan.

Mr. Ramey advised that the Planning Commission should be completing their review of the Comprehensive Plan shortly, and they will provide Council with their recommended changes and updates.

Councilman Caruso asked if Council would have the Green Salamander Sanctuary Resolution on the next agenda to consider.

Mr. Ramey advised that he would place the resolution on Council's agenda for their consideration as soon as Dr. Wally Smith provides him with the information on the topic.

Councilman Caruso asked the City Manager to contact Boy Scout Leader Teddy Huff regarding building a kiosk at Flag Rock.

He advised Pathfinders Outdoor Adventures will adopt a spot for litter pick up and will turn in the form this week.

Councilman Caruso said the new stamped crosswalks look great and are a big enhancement to downtown.

Councilman Caruso will prepare a report on the Virginia Municipal League Conference and email to Council.

Councilman Fultz stated he appreciates the quick timeline the Norton Rescue Squad Board has placed on overhauling the organization and policies to make it viable for the citizens of Norton.

He said John I. Burton's homecoming parade is scheduled for 6 p.m., Thursday, October 26th.

He concurs with Councilman Caruso on the stamped crosswalks, and he said the painting of street lanes and turn arrows looks great, as well. Councilman Fultz appreciates the dedication of the Public Works Department, working long hours this weekend with the Woodbooger Event and downtown on the crosswalk and street painting.

He said he enjoyed the Woodbooger Festival and it went well.

Councilman Fultz confirmed that Council will be meeting as normal on Tuesday, November 1.

Councilwoman Belcher had no comments.

Councilman Fawbush said the Coalfield Equity Summit had good presentations and their funding request from the state is a short-term solution. He stated Council's long-term objective is to create and protect the area's jobs.

He said the Woodbooger Festival was well attended and received a great amount of press coverage. Many individuals volunteered their time and he is appreciative of everyone's contribution toward making the event successful. Councilman Fawbush said he will prepare a report for Council, which will include a more comprehensive update on the festival.

Mayor Mays said he appreciates each Council member.

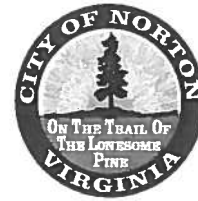
There being no further business to come before Council, the meeting adjourned.

CITY OF NORTON, VIRGINIA

William Mays, Mayor

ATTEST:

Clerk of Council



Inter-Office Memo

To: Mayor and City Council
From: Fred L. Ramey, Jr., City Manager *FR*
CC:
Date: October 28, 2016
Re: AmeriCorps/NCCC Team

At our November 1st Council meeting, City Staff would like to introduce the members of the AmeriCorps/National Civilian Conservation Corps team that arrived on Wednesday, October 26th. The team has been assigned to our community to assist with trail development at the Flag Rock Recreation Area.

Thank You.

**2016 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
REGIONAL GRANT APPLICATION
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereafter “participating agencies”):

Big Stone Gap Fire Department – EIN –
Coeburn Fire Department – EIN –
Norton Fire Department – EIN –
Wise Fire Department – EIN –

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies listed above.

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the Assistance to Firefighters Grant (AFG) Program; and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG Program; and

WHEREAS, the City of Norton has been selected through this MOU to be the host agency to file a regional AFG grant application (the “Application”) on behalf of the participating agencies, and

WHEREAS, the City of Norton has been selected through this MOU to administer the 2016 regional AFG Program grant award and agrees to be the host agency responsible for administration of the grant including asset accountability and reporting requirements for those assets acquired under the AFG regional application in the event of approval; and

WHEREAS, the City of Norton agrees to serve as host agency for the procurement and disbursement of all equipment received under the AFG Program grant award in the event of approval; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

PURPOSE

This MOU establishes the relationship between the participating agencies for participation in a 2016 Regional Assistance to Firefighters Grant (AFG) Program grant award in the event of approval of this application.

PROCEDURES

1. The City of Norton will serve as the host agency to submit a 2016 regional AFG Program grant application and serve as grant administrator for the participating agencies in the event of approval of the Application.
2. Pursuant to the AFG Program guidelines, all items approved under the Application will be procured and administered through the City of Norton in the event of approval of the Application.
3. The City of Norton agrees, as host agency, to provide accountability for the assets acquired under the regional AFG grant award and provide reporting requirement deliverables. As such, participating agencies agree to provide the City of Norton Fire Department with this information on a timely basis to remain in compliance with the requirements of the grant.
4. The participating agencies agree to accept the 2016 regional AFG Program grant award and accept their respective items as listed in the AFG grant application in the event of approval.
5. The participating agencies agree to provide the required cash match in the amount of 5% of the total cost of their requested items as detailed in the grant application as required under the regional AFG Program grant guidelines. The required match shall be paid by the participating agencies upon receipt of an invoice from the City of Norton, in advance of equipment procurement or purchase.
6. In the event of a reduced award, the participating agencies agree to accept this amount and provide a 5% cash match on the total reduced award amount of their approved items.
7. Any expenditure beyond the grant award for an agency's approved item(s) remains the sole responsibility of that agency.
8. The participating agencies agree to allow the City of Norton to procure and distribute their respective assets if awarded under the regional AFG Program grant.
9. The participating agencies agree to participate in cooperative training on all equipment procured under this grant award as appropriate. As host agency, the City of Norton will coordinate this training.
10. The participating agencies agree to maintain/repair all items awarded to them under the Application in accordance with the manufacturer's warranty, and to replace the equipment if it becomes inoperable for a period of three years after official closeout of the grant agreement.
11. The participating agencies agree to promptly provide any additional documentation, to the City of Norton as requested, that may be necessary in connection with the grant.

12. Participating agencies agree to promptly return any equipment or deliverables that are received in error to the City of Norton.
13. The grant award to each agency is as follows:

Department	SCBA	Spare Bottles	Face Mask	RIT Packs
Big Stone Gap				
Coeburn				
Norton				
Wise				
Totals:				

TERM AND TERMINATION

This MOU shall be effective on the date of the last signature of the participating agencies herein and shall continue in full force and effect for a period of five years after official closeout of the grant agreement.

GUIDELINES

In performing its duties, responsibilities and obligations pursuant to this MOU, each participating agency agrees to adhere to the requirement standards set forth in the AFG Program grant guidance and Federal OMB Circular A-133 as applicable.

RECORDS

1. Each participating agency understands that any and all records created as a result of participating in this federal grant program may be subject to public disclosure pursuant to the Virginia Freedom of Information Act (FOIA), located in § 2.2-3700 et. Seq. of the Code of Virginia, which guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials, and public employees. A public record is any writing or recording – regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format – that is prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.
2. Each participating agency shall maintain its own respective records and documents associated with this MOU sufficient to demonstrate compliance with the terms of the grant agreement for a period of five years from the close-out date of the grant agreement, and shall allow the City of Norton and Department of Homeland Security access to such records upon request.

EXECUTION

This MOU may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same MOU.

INSURANCE OR SELF-INSURANCE

Each participating agency, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, worker's compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each participating agency agrees to provide the other participating agencies forty-five (45) days advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

INDEPENDENT CONTRACTOR

The MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each participating agency is an independent contractor, and each participating agency shall assume responsibility for all personnel costs for its respective employees, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and the State unemployment insurance law.

INDEMNIFICATION

Each participating agency shall each be separately liable and responsible for the actions of their respective officers, agents, and employees in the performance of their respective obligations under the MOU.

To the extent permitted by law, each participating agency shall indemnify, defend, and hold the City of Norton, its officials, agents, servants, and employees, harmless from any and all liability, actions, cause of action, suits, trespasses, damages, judgements, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of any participating agency or its employees, and each participating agency shall indemnify the City of Norton, its officials, agents, servants and employees, for damages, judgements, claims, costs, expenses, including reasonable attorney's fees, which the City of Norton, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of any participating agency or its employees. For purposes of this provision, each participating agency's employees shall not be deemed agents or servants of the City of Norton and City of Norton employees shall not be deemed agents or servants of each participating agency.

To the extent permitted by law, the City of Norton shall indemnify, defend, and hold each participating agency, its officials, agents, servants and employees, harmless from any and all liability actions, causes of action, suits, trespasses, damages, judgements, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of the City of Norton or its employees and the City of Norton shall

indemnify each participating agency, its officials, agents, servants and employees, for damages, judgements, claims, costs, expenses, including reasonable attorney's fees, which each participating agency, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the City of Norton or its employees. For purposes of this provision, the City of Norton employees shall not be deemed agents or servants of each participating agency and each participating agency's employees shall not be deemed agents or servants of the City of Norton.

GOVERNMENTAL IMMUNITY

Wise Volunteer Fire Department is a 501c3 non-profit agency existing under the laws of the Commonwealth of Virginia. The remaining participating agencies are municipal corporations. Each participating agency agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a political subdivision of the Commonwealth of Virginia to be sued by third parties in any matter arising out of this MOU or any other contract.

NOTICES

Any and all notices given or required under this MOU shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class, and certified return receipt requested, addressed as follows:

TO:

City of Norton Fire Department
 Fire Chief – Grant Administrator
 Post Office Box 618
 Norton, Virginia 24273

or to such other address as the City of Norton may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered on the date delivered if by personal delivery of overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be if mailed.

MISCELLANEOUS

1. COMPLIANCE WITH LAWS

The participating agencies shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations which may be applicable in performing their duties, responsibilities, and obligations pursuant to this MOU.

2. JOINT PREPARATION

The participating agencies acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other parties.

3. APPLIABLE LAW AND VENUE

This MOU shall be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Virginia. Venue in any proceeding or action among the parties arising out of this MOU shall be in Wise County, Virginia.

4. INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the participating agencies.

5. ENTIRE AGREEMENT

This MOU contains the entire understanding of the participating agencies relating to the subject matter hereof superseding all prior communications between the parties whether verbal or written. This MOU may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by the participating agencies. The failure of a participating agency to seek redress for violation of or to insist on strict performance of any of the covenants of this MOU shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and affect.

6. SEVERABILITY

Should any part, term or provision of this MOU be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

7. UNCONTROLLABLE FORCES

Participating agencies shall not be considered to be in default of this MOU if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this MOU and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

None of the parties shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other parties describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this MOU.

8. ASSIGNMENT

Participating agencies shall not assign or transfer their rights, title or interest in the MOU.

9. SIGNATORY AUTHORITY

Each participating agency shall supply the City of Norton with copies of requisite documentation evidencing that the signatory for the participating agency has the authority to enter into this MOU.

10. NO THIRD PARTY BENEFICIARIES

The participating agencies expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the Commonwealth of Virginia to be sued by third parties in any matter arising out of this MOU or any other contract.

11. CAPTIONS

The captions, section designations, section numbers, article numbers, titles and headings appearing in this MOU are inserted as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way affect this MOU and shall not be construed to create a conflict with the provisions of this MOU.

12. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.

13. NO GRANT OF AGENCY

Except as the participating agencies may specify in writing, no participating agency shall have authority, expressed or implied, to act on behalf of the other participating agencies in any

capacity whatsoever as an agent. No participating agency shall have any authority, expressed or implied, pursuant to this MOU, to bind the other participating agencies to any obligation whatsoever.

IN WITNESS HEREOF, the participating agencies execute this instrument on the date(s) shown below:

Town of Big Stone Gap Fire Department

Town Manager

Date: _____

Town of Coeburn Fire Department

Town Manager

Date: _____

City of Norton Fire Department

City Manager

Date: _____

Wise Volunteer Fire Department

Authorized Representative

Date: _____

Cooperative Agreement

Wise County/City of Norton Commonwealth's Attorney Domestic Violence Prosecutor & City of Norton

The Wise County/City of Norton Commonwealth's Attorney Domestic Violence Prosecutor and the City of Norton (Police Department) have agreed to the following measures that will enable both agencies to provide better services to victims of domestic violence. The procedures agreed to herein are intended to ensure that victims of violent crimes will receive information and referral about services available and protect their rights. These procedures are also designed to prevent further victimization by law enforcement, prosecutors, and the criminal justice process. This agreement broadly defines services provided by each agency.

Wise County/City of Norton Commonwealth's Attorney Domestic Violence Prosecutor

The Wise County/City of Norton Commonwealth's Attorney Domestic Violence Prosecutor (WCWA) will provide the following services whenever possible:

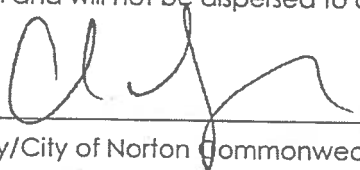
- I. WCWA will work with the victims of domestic violence and the Victim Witness Assistance Program to ensure victim's voices are being heard in the Criminal Justice System.
- II. WCWA will accept referrals from the City of Norton (Police Department).
- III. WCWA will provide technical assistance to the staff of the City of Norton (Police Department) concerning legal issues surrounding domestic violence, sexual assault, dating violence, and stalking.
- IV. WCWA will cooperate in the development, design, and implementation of community and professional training programs on topics related to domestic violence, sexual assault, dating violence, and stalking.
- V. WCWA will cooperate in the development of local protocols and collaborations designed to improve services to victims and communications among providers.

City of Norton (Police Department)

The City of Norton (Police Department) (NPD) will provide the following services whenever possible:

- I. NPD will refer victims of domestic violence to WCWA at their discretion.
- II. NPD will provide access to case files contingent upon permission from client.
- III. NPD will provide notification of judicial proceedings and changes in case status.
- IV. NPD will provide copies of warrants, petitions, and incident reports as they are received.

This agreement will continue in full force and effect until April 30, 2020 or until it is terminated by either party upon written notice to the other. This agreement may be amended, modified, expanded, etcetera, as mutually agreed upon by both parties, is confidential and will not be dispersed to other entities.



Wise County/City of Norton Commonwealth's Attorney

10-20-16

Date

Norton Police Chief

Date

Norton City Manager

Date

DAVID L. FORD
LAW ENFORCEMENT OFFICER
U.S. Forest Service
JEFFERSON NATIONAL FOREST
1700 Park Avenue SW
Norton, VA 24273

Date: October 23, 2016

To: Brian Webb, Patrol Captain
George Washington and Jefferson National Forests
5162 Valleypointe Parkway
Roanoke, VA 24019

RE: City of Norton
Norton Police Department
618 Virginia Avenue NW
Norton VA 24273

Dear Brian:

This letter will serve as written permission for the George Washington and Jefferson National Forests to utilize the following frequencies. Please be aware that this agreement may be terminated by either party within 30 days upon written notice. This agreement expires on October 1, 2020 unless otherwise terminated.

Channel Name	Assigned To:	Mobile RX:	CTCSS (Tone)	Mobile TX:	CTCSS (Tone)
Norton Police Department	LEO Ford	154.845	114.8	158.970	

_____ Date: _____

Chief James Lane, Norton Police Department, Wise County VA

_____ Date: _____

Fred L. Ramey Jr., City Manager, City of Norton VA

Resolution

WHEREAS, the southwest Virginia region contains one of the highest concentrations of salamander species on Earth; and

WHEREAS, many salamander species have been found by scientists to be declining worldwide; and

WHEREAS, one of these, the Green Salamander, is considered especially rare and unique; and

WHEREAS, the High Knob and surrounding areas contain an abundance of cliffs and bluffs favored by the Green Salamander; and

WHEREAS, faculty and students at the University of Virginia's College at Wise have found Flag Rock Recreation Area to house an unusually abundant population of Green Salamanders; and

WHEREAS, this species and its habitat are being studied by scientists from southwest Virginia and beyond.

NOW, THEREFORE, BE IT RESOLVED that Flag Rock Recreation Area is hereby declared a Salamander Sanctuary.

BE IT FURTHER RESOLVED that the City of Norton welcomes those who seek to discover the Green Salamander without causing injury to it or damaging the habitat in which it resides.

ADOPTED this 1st day of November, 2016.

CITY OF NORTON, VIRGINIA

William J. Mays, Mayor

ATTEST:

Clerk