

Blue Ridge Juvenile Detention Commission Meeting
Thursday, May 12, 2022
Via Zoom @ 10:30 AM

- I. Call to Order
- II. Matters from the Public
- III. Meeting Minutes – March 10, 2022
- IV. Old Business
 - Director's Contract
- V. New Business
 - FY23 Pay Increase
 - Fiscal Agent MOA
- VI. Matters from Director
- VII. Matters from Commission Members
- VIII. Matters from Commission Attorney
- IX. Adjournment

**Blue Ridge Juvenile Detention Commission Meeting
March 10, 2022**

A scheduled meeting of the Blue Ridge Juvenile Detention Commission was held on March 10, 2022 @ 10:30 AM via Zoom. The meeting was held electronically due to the COVID-19 pandemic.

Members Attending: Doug Walker (County of Albemarle), Ashley Reynolds Marshall (City of Charlottesville), Eric Dahl (County of Fluvanna), Mark Taylor (County of Greene)

Others Attending: Jay Boland, Jodi Dillow, Brendan Hefty, Ann Shawver

I. Call to Order

The meeting was called to order by Mr. Taylor at 10:34 AM.

II. Matters from the Public

None.

III. Meeting Minutes

A motion was offered by Mr. Walker and seconded by Mr. Dahl to approve the January 13, 2022 meeting minutes. The motion was approved by a 4-0 voice call vote.

IV. Old Business

None

V. New Business

- January 2022 YTD Unaudited Financial Report- Ms. Shawver presented and discussion followed. She also provided an update on the FY21 Audited Financial Report.
- Commonwealth of Virginia 457 Deferred Compensation Plan Resolution – A motion was offered by Mr. Walker and seconded by Ms. Marshall to adopt the plan. The motion was approved by a 4-0 voice call vote.

VI. Matters from Director

Mr. Boland gave an update to the Commission on the following items:

- We currently have 5 Resident Advisor vacancies
- We received a score of 100% on our DJJ Certification Audit
- We are moving forward will the compensation study with Gallagher
- Zero cases of COVID for our residents

VII. Matters from Commission Members

- There was discussion regarding returning to in-person meetings in the future.

VIII. Matters from Commission Attorney

- There was discussion regarding the Director's contract. Mr. Hefty will review and add language regarding pay increases matching what is provided for staff and this will be discussed at the next meeting.

IX. Closed Session

Although this was on the agenda, it did not occur.

X. Adjournment

The meeting adjourned @ 11:21 AM.

Respectfully submitted,
Jodi L. Dillow, Recording Secretary

**FIRST AMENDED EMPLOYMENT AGREEMENT
BLUE RIDGE JUVNILE DETENTION COMMISSION**

THIS AGREEMENT was originally entered into on February 1, 2022, between the BLUE RIDGE JUVENILE DETENTION COMMISSION (the “Commission”) and JAMES BOLAND (“Mr. Boland”).

WHEREAS, the Commission wants to continue employing Mr. Boland as its Director, and Mr. Boland wants to continue such employment; and

WHEREAS, in recognition of Mr. Boland’s past service, the Commission wants to commit in writing to his future employment and afford him the security of some guaranteed severance compensation if the Commission decides at some future date to end his employment; and

WHEREAS, at its March 10, 2022, meeting, the Commission approved amending Section 5 of the original Agreement to provide that Mr. Boland would receive the same percentage pay increases or adjustments as the Commission approves from time to time for all employees; and

WHEREAS, other than amending the original Agreement as reflected in the above paragraph and shown herein, and updating Mr. Boland’s salary to reflect his salary at the time of this First Amended Agreement, no other amendments are being made at this time.

NOW THEREFORE, the parties agree as follows:

1. **Employment.** The Commission hereby employs Mr. Boland to begin serving effective February 2, 2021, as Director of the Facility, and Mr. Boland hereby accepts such employment on the terms and conditions hereinafter set forth.

2. **Term.** Mr. Boland understands that his employment as Director is at the pleasure of the Commission, that it is an employment At Will, not subject to a specific term, and that it is subject to termination at any time as set forth below.

3. **Duties.** In accordance with Virginia law, Mr. Boland shall serve as the Chief Administrative Officer of the Facility, implementing and enforcing policies established by the Commission and the Virginia Department of Juvenile Justice or their successors in function. Mr. Boland’s duties as Director include, but are not limited to:

- a. Reporting monthly to the Commission about the financial status of the Facility and its operations and management;
- b. Managing the Facility’s daily operations, including (subject, in appropriate instances, to final authority of the Commission) personnel matters, long-term planning, classification and assignment of detainees, security and control,

programs and treatment, support services, health care, facility maintenance, general business functions, and volunteer coordination;

- c. Reporting immediately to appropriate law enforcement officers any escapes of detainees from custody and any other criminal conduct occurring at the Facility, and reporting such incidents to the Commission as soon as may be practicable and consistent with the objectives of any ongoing criminal investigation;
- d. Representing the Facility and the Commission to the news media and the public;
- e. Recommending an annual operating budget and allocation of Member Jurisdiction charges for the Commission's approval;
- f. Serving as the Commission's liaison with the Virginia department of Juvenile Justice and other state agencies;
- g. Developing operating policies and procedures for Commission approval and proposing revisions to them as necessary to maintain compliance with evolving legal requirements, codes and standards;
- h. Cooperating with the contractors and others involved in the maintenance of the Facility;
- i. Performing other duties that promote and enhance the Facility's operational performance.

4. **Termination.** The Commission may terminate this Agreement as determined by the Commission in its sole discretion. The Commission shall not, however, terminate this Agreement without affording Mr. Boland an opportunity to discuss the proposed termination with the Commission. In the event the Commission terminates Mr. Boland's employment, Mr. Boland shall receive, as severance pay, three (3) months' salary, in addition to payment for any accumulated vacation leave for which he may be eligible.

If Mr. Boland wants to terminate this Agreement, he agrees to give the Commission at least three (3) month's written notice of his intention to terminate, unless the Commission waives that notice. If Mr. Boland is convicted of any felony, a misdemeanor involving moral turpitude, or any crime or traffic offense involving alcohol or drugs, the Commission may terminate this Agreement with no obligation for severance pay. If Mr. Boland is arrested for any offense described in the preceding sentence, the Commission may suspend his from employment, with or without pay at its discretion, until final disposition of the charges against him.

5. **Compensation.** For all services provided under this Agreement, Mr. Boland shall be compensated as follows:

- a. As of the date of this First Amended Agreement Mr. Boland's annual salary shall be \$95,400.00, payable in installments on the same schedule as other employees of the Commission. In addition, Mr. Boland's salary shall be subject to the same percentage adjustments as the Commission may approve for other Commission employees from time to time, or such other adjustments as the Commission may determine.
 - b. Mr. Boland shall receive additional benefits on the same basis and subject to the same limitations as other employees of the Commission, including but not limited to health insurance, retirement, life insurance, sick leave, and paid holidays. However, Mr. Boland will accrue annual leave at a rate of 12 hours per month beginning at the start of his employment as Director. Mr. Boland shall be responsible for recording and verifying his leave and reporting the use of this leave to the employee responsible for maintaining such records.
 - c. Mr. Boland shall be entitled to reimbursement of ordinary and reasonable expenses he incurs in the performance of his duties, if they are within applicable budget limits, and after submitting appropriate vouchers for approval in accordance with Commission policy.
 - d. The Commission agrees to budget and pay reasonable dues, travel and other expenses for Mr. Boland's full participation in national, regional or state professional associations and in local community organizations, as necessary or desirable for his professional standing and to enhance the reputation and image of the Facility in the community.
 - e. The Commission shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Mr. Boland, except when such a reduction is imposed uniformly on all Employer's employees.
 - f. The Commission may amend the Director's salary or other benefits as listed in this section without requiring an amendment of this Agreement. Any other change or amendment must be made in accordance with section 9(f) of this Agreement.
6. **Performance Review.** The Commission will conduct annual evaluations of Mr. Boland's performance and consider giving his annual pay increases based on those evaluations.

The Commission and Mr. Boland will annually define written goals, objectives and priorities that they determine necessary for the proper operation of the Facility and attainment of the Commission's policy objectives. These goals, objectives and priorities shall generally be attainable within the time limitations specified, and the annual operating and capital budgets and appropriations provided. Mr. Boland shall be responsible for initiating this process.

7. **Outside Employment.** Mr. Boland agrees to devote his full time, attention and energies to the management of the Facility, and agrees not to be engaged (whether or not during

normal business hours) in any other business or professional activity for profit without prior approval of the Commission. If any such activity approved by the Commission occurs during normal business hours, Mr. Boland shall use his personal leave for that purpose.

Notwithstanding the preceding paragraph, the Commission recognizes that Mr. Boland must frequently devote time outside normal office hours to business of the Facility; accordingly, he is allowed to take reasonable time during normal office hours for personal matters as he shall deem necessary and appropriate.

8. **Policies of Authority.** Other than as described herein, Mr. Boland will be subject to all personnel and other policies established by the Commission.

9. **General Provisions.**

- a. The text of this Agreement shall constitute the entire agreement between both parties.
- b. This Agreement shall be binding upon and inure to the benefit of Mr. Boland’s heirs at law and executors.
- c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, it shall be deemed severable, and the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- d. Failure of either party to object to any incident of non-compliance with any provision of his Agreement shall not constitute a waiver of objection to that or any other incident of non-compliance.
- e. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia.
- f. This Agreement may be changed or amended only with the written consent of both parties.

The Commission and Mr. Boland have indicated their approval of this First Amended Agreement by their signature below:

Date

James Boland

Date

Chair, Blue Ridge Juvenile Detention Commission

**Memorandum of Agreement Between the County of Albemarle and the Blue Ridge
Juvenile Detention Commission (BRJDC)**

This Memorandum of Agreement (“MOA”) is made and entered into this _____ day of _____, 2022 by the County of Albemarle, Virginia (the “County”) and the Blue Ridge Juvenile Detention Commission (BRJDC) (the “Commission”).

WHEREAS, the County has been acting as fiscal agent for the BRJDC since it was constructed in 1998; and

WHEREAS, Va. Code § 16.1-318(A), allows the BRJDC to contract for any service that is “necessary or convenient to the exercise of its powers,” and

WHEREAS, the County’s FY 2020 Cost Allocation Plan provides data as to the administrative costs required for the County to serve as the Commission’s fiscal agent.

NOW, THEREFORE, the parties agree as follows:

1. The County will act as fiscal agent for the BRJDC, providing services such as the following:
 - Human Resources services
 - Fiscal Management services
 - Procurement services
 - Accounting services
 - Payroll services
 - Auditing services
2. BRJDC will adhere to the County’s fiscal management policies. BRJDC may retain their own human resources policies but should work collaboratively with the County when it comes to implementing those policies as it relates to payroll services.
3. Effective July 1, 2022, the County shall be entitled to a fee of 3% of the BRJDC’s operating budget for compensation as acting as fiscal agent. This fee will be invoiced quarterly to BRJDC.
4. This MOA may be terminated with a 90-day notice by the County or BRJDC, upon written notice to the other party.

WITNESS, the following authorized signatures:

COUNTY OF ALBEMARLE, VIRGINIA

**BLUE RIDGE JUVENILE DETENTION
COMMISSION**

Nelsie L. Birch, Chief Financial Officer Date

Commission Chairperson Date

Blue Ridge Juvenile Detention MOA

Operational Guide

The Operational Guide is an implementation aid for the County/BRJDC MOA. While the MOA will not change without formal action, the Operational Guide may be updated from time to time to reflect current service delivery methods and process owners.

The County provides Blue Ridge Juvenile Detention with the following services:

Accounting services:

- Accounts receivable (billing of BRJDC's funding partners/state and federal revenue, customer records, employee reimbursements) (Staff Contact: Lindsay Huff, Chief Accountant)
- Collections from window (Staff Contact: Alan Couture, Revenue Manager)
- Accounts payable (ePro, Pcards, escheatment (unclaimed property process, remit unpaid to state), check/query/cancellation of checks in Cashpro, vendor management, help them manage codes, trial balances) (Staff Contact: Lindsay Huff, Chief Accountant)
- Compliance: issue 1099s under the County's EIN, share joint business (some businesses have us as 1 entity and then County has to bill BRJD) (Staff Contact: Lindsay Huff, Chief Accountant)
- Maintain fixed asset (part of the audit journal entry) (Staff Contact: Lindsay Huff, Chief Accountant)
- Maintain the General Ledger (Staff Contact: Lindsay Huff, Chief Accountant)
- Financial Statements (audit contractor does this) (Staff Contact: Dennis Click, Controller)
- All transactions come through the County (Staff Contact: Lindsay Huff, Chief Accountant)

Payroll services:

- Maintain vendor accounts, vendor liabilities for all withholdings, administer W-2, 1095 processes, maintain W-4s, escheatment (Staff Contact: Dennis Click, Controller)
- Part of County's OPEB report actuarial evaluation performed by 3rd party (Bolton) (Staff Contact: Dennis Click, Controller)
- Audit-part of County's General Ledger reports (Staff Contact: Dennis Click, Controller)

Procurement services:

- Pcard usage (Staff Contact: Jill Preddy, Program Administrator)
- Creation of contracts (Staff Contact: Lisa Thomas, Procurement Specialist)
- Purchase Order approval (Staff Contact: Lisa Thomas, Procurement Specialist)

Human Resources services such as:

- Benefits administration (retirement interfacing, disability, open enrollment interface with vendors-but not by the County exclusively) (Staff Contact: Nicole Marshall, Program Manager, Benefits)
- Participation in the County's HRIS (Staff Contact: Jessica Rice, Program Manager, Compensation)

- Mid-year changes to the benefits and any troubleshooting are administered by BRJD (Staff Contact: Jodi Dillow, Business Office Manager, BRJD)
- Timekeeping support, the County is supporting BRJD and training them to eventually be able to do their own leave management, including FMLA, Workers' Comp, Sick Leave, etc. (Staff Contact: Molly Munsey, HR Manager, Systems Management)
- The County "opens up" leave cases in Kronos (Staff Contact: Molly Munsey, Program Manager, Benefits)
- Allow BRJD to use County's Sick Leave Bank (Staff Contact: Nicole Marshall, Program Manager, Benefits)
- Facilities & Environmental services:
 - Copy Center performs copy jobs for BRJD and are included in the interoffice mail delivery (Staff Contact: Charlie Herndon, Copy Center Supervisor)

Optional Available Services (other fees may apply):

- Grant Administration services:
 - Administer grants on behalf of Blue Ridge (Staff Contact: Kim Gardner, Grants Leader and Victoria Malamphy, Grants Accountant)

Policies:

- As outlined in the MOA, BRJDC may retain their own human resources policies but should work collaboratively with the County when it comes to implementing those policies as it relates to payroll services.
- BRJDC follows the following County policies related to the fiscal agent services:
 - Purchasing manual
 - Pcard policies
 - Travel policy
 - Mileage policy