

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	June 6, 2022
Actions Required:	<b>(1) Adoption of Resolution (1 Reading only) and (2) Resolution Approving Alternate for City Manager</b>
Presenter:	Ashley Marshall, Deputy City Manager
Contacts:	Sena Magill, City Councilor Ashley Marshall, Deputy City Manager
Title:	<b>Amendments to the Service Agreement for the Albemarle-Charlottesville Regional Jail Authority, and Designation of Alternate for City Manager</b>

**Background:**

Prior to 1995 the City of Charlottesville and Albemarle County provided a jail facility through a regional jail board. At that time the jail facility was referred to as the parties' "Joint Security Complex". In 1990 the Virginia General Assembly enacted legislation which authorized two or more counties, cities or towns to create a jail authority, *see* Va. Code §§ 53.1-95.2 *et seq.* By action of the member jurisdictions, the current Regional Jail Authority was created in 1995, along with the original Service Agreement that set forth the obligations of the member jurisdictions.

Within Section 2.2 (Board) the Service Agreement also specifies that one of the City's representatives on the governing board of ACRJ is the City Manager, and the Service Agreement allows that the City Manager may designate other staff members to act as an alternate, who—if approved by City Council—may attend and vote in place of the City Manager.

**Discussion:**

City Council recently received a presentation from Colonel Martin Kumer, briefing Council on the planned ACRJ Renovation Project. Colonel Kumer made City Council aware that a revised Service Agreement would be forthcoming for Council's consideration at a later date. The modifications proposed to the current Service Agreement are shown in underlined text (blue) and ~~strikeout text~~, within the attached Proposed Resolution.

The City Manager's office also desires to update the documentation of authorization for an alternate to attend ACRJ board meetings on behalf of the City Manager. With this updating of the Service Agreement also comes an opportunity for City Council to document the authority of deputy city managers to attend and vote at ACRJ board meetings as the City Manager's alternate.

**Budgetary Impact:** As with the prior Service Agreements, the City's financial obligations to ACRJ are calculated on the basis of "per diem" charges for both debt service and operational costs. Nelson County, however, previously paid a flat rate for the debt service component. The amended service agreement provides for the funding of debt service and operational costs based on each member's proportional usage of the jail—now to include Nelson County. While the City's obligations may change slightly from one year to the next, the proposed Amended and Restated Service Agreement does not change the funding methodology with respect to the City; therefore, as a practical matter, there is no budgetary impact on the

City of Charlottesville specific to this Agreement.

**Alignment with Council Vision Areas and Strategic Plan:** Yes.

**Community Engagement:** N/A

**City Manager Recommendation:** Approval.

**Attachments (2):** Proposed Resolutions

*Resolution One: suggested Motion “I move the RESOLUTION to approve, and authorize the City Manager to sign, an amended and re-stated Service Agreement for the Albemarle-Charlottesville Regional Jail Authority”*

*Resolution Two: suggested Motion “I move the RESOLUTION authorizing any deputy city manager to attend and vote in place of the City Manager at meetings of the Albemarle-Charlottesville Regional Jail, as the alternate for the City Manager*

**RESOLUTION**

**To approve, and to authorize the City Manager to sign, an amended and re-stated Service Agreement for the Albemarle-Charlottesville Regional Jail Authority**

**WHEREAS**, the City of Charlottesville and other member jurisdictions of the Albemarle-Charlottesville Regional Jail Authority wish to amend and restate their current service agreement, to provide for the funding of debt service and operational costs based on each member's proportional usage of the jail and replace the joint representative with an additional member from Nelson County along with other technical amendments;

**WHEREAS**, an Amended and Restated Albemarle-Charlottesville Regional Jail Authority Service Agreement has been drafted and presented to the Charlottesville City Council, as set forth within this Resolution;

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville that the Amended and Restated Albemarle-Charlottesville Regional Jail Authority Service Agreement is hereby approved, and the City Manager is hereby authorized to sign said agreement.

**AMENDED AND RESTATED**

**ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY SERVICE AGREEMENT**

By and Among

THE COUNTY OF ALBEMARLE,

THE COUNTY OF NELSON

and

THE CITY OF CHARLOTTESVILLE

and

THE ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY

~~Initially adopted November 15, 1995~~

~~Amended as of March 12, 1998 Further  
amended as of November 12, 1998~~

## AGREEMENT

THIS AMENDED AND RESTATED SERVICE AGREEMENT (the "Agreement") is made this May 2022 by and among the COUNTY OF ALBEMARLE, the COUNTY OF NELSON and the CITY OF CHARLOTTESVILLE, all of

which are political subdivisions of the Commonwealth of Virginia (collectively the "Member Jurisdictions"), and the ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY (the "Authority").

### RECITALS

~~WHEREAS, the Member Jurisdictions are currently operating, through a Regional Jail Board, Authority has been created to provide secure confinement, at the Albemarle-Charlottesville Joint Security Complex (the "Security Complex"), which serves as the Jail local level, for both Member Jurisdictions; local and~~

~~WHEREAS, the Member Jurisdictions intend to authorize and create a regional jail authority, as provided in Chapter 3, Article 3.1 of Title 53.1 of the Code of Virginia, to replace the existing Regional Jail Board and assume its powers and responsibilities for the operation of the Jail; state-responsible inmates, and to enhance the public safety and welfare within the region; for the protection of its citizens, by the financing, construction, equipping, maintenance and operation of an addition and improvements for the Jail; and; and~~

~~WHEREAS, to pay the cost of operating the Jail Authority and financing, constructing, equipping, maintaining and operating additions or improvements to the Jail, the Member Jurisdictions agree to pay certain amounts initially adopted a Service Agreement on certain terms as set forth herein; November 15, 1995 with amendments adopted on March 12, 1998 and November 12, 1998 (together, the "Original Service Agreement"); and~~

WHEREAS, the Member Jurisdictions desire to amend and restate the Original Service Agreement containing the authority governing the parties' respective obligations.

**NOW, THEREFORE,** the parties agree as follows:

### **ARTICLE I** Definitions

The capitalized terms in this Agreement have the meanings set forth below unless the context otherwise requires.

"Annual Budget" has the meaning given to such term in Section 4.7.

"Applicable Laws"" means all applicable laws, ordinances, judgments, decrees,

injunctions, writs and orders of any court, arbitrator or governmental agency or authority and all rules, regulations, orders, interpretations, licenses and permits of any Federal, state, county, municipal, regional, foreign or other governmental body, instrumentality, agency or authority.

"Authority" means the Albemarle-Charlottesville Regional Jail Authority, as created ~~in and by this Agreement~~ the Original Service.

"Authority Default" has the meaning given to such term in Section 9.1.

"Bonds" means revenue bonds issued by the Authority ~~for~~ to finance or refinance the design, construction, equipping and other costs of the Jail and any additions or improvements thereto.

"Capital Expenses" means all costs, including but not limited to costs for architectural, engineering, planning, legal, financial or other professional services; land acquisition, labor, materials and equipment, contractors' fees, utility connection and building permit fees, capitalized interest, and other charges incurred for demolition, excavation, construction, equipping, paving, or landscaping, incurred or required for building and otherwise completing any addition or renovation to the existing Jail, or for building any future replacement for the Jail. Unless the context clearly indicates otherwise, "Capital Expenses" shall also include "Debt Service."

"Debt Service" means the amounts of principal and interest payable by the Authority ~~to retire any bonds, notes or other obligations issued by the Authority~~ under any Obligations. The Member Jurisdictions shall reimburse the Authority for its Debt Service attributable to Capital Expenses, ~~partially~~ through the per diem rate paid by the Member Jurisdictions for their prisoners, and ~~partially through Additional Payments for Debt Service~~, in accordance with the provisions of Section ~~5.1~~ 5.1 below.

"Expenses" means all expenses which may reasonably be determined by the Authority to be attributable directly or indirectly to the ownership or operation of the Jail and payable as operating expenses in accordance with generally accepted accounting principles and shall also include debt service payments and other capital expenses, required payments to the Operating Reserve Fund established in Section 5.3, required payments to any debt service reserve established in connection with any Bonds and other reasonable or necessary payments required to comply with debt service coverage requirements imposed in connection with any Bonds in Section 5.3.

"Facilities Charge" and "Facilities Charges" means the amounts payable by the Member Jurisdictions as determined in accordance with the provisions of Section 5.1(a)(2).

"Facilities Charge Percentages" has the meaning given such term in Section 5.1 (a)(2)(ii).

"Fiscal Year" means the annual accounting period from July 1 of one year to June 30 of the following year.

"Jail" means the existing regional Joint Security Complex located at 1600 Avon Street Extended, Charlottesville, Virginia, together with any additions or improvements constructed and equipped by

the Authority at that location or any future replacement for such facility at such other location as may be determined by the Authority ~~in the future~~.

"Member Jurisdiction" means the County of Albemarle ~~and~~, the City of Charlottesville, and the County of Nelson, each a political subdivision of the Commonwealth of Virginia, and any other political subdivision that may hereafter join the Authority, but excluding any political subdivision that may have withdrawn from the Authority, as provided in Section 6.7 and 6.8, respectively.

"Member Jurisdiction Default" has the meaning given to such term in Section 9.2.

"Net Debt Service" means the total annual Debt Service on ~~obligations of the Authority~~ Obligations, less any reimbursements for such Debt Service received from the Commonwealth of Virginia.

"Net Operating Expenses" means Operating Expenses reduced by an amount equal to revenue from (i) non-member jurisdictions (including the state or federal government), (ii) Operating Expenses of the Authority reimbursed by the Commonwealth of Virginia, and (iii) all other non-member revenue.

"Non-Member Jurisdictions" means political subdivisions or agencies thereof, including but not limited to, the federal government and the District of Columbia, which utilize the Jail.

"Non-Member Per Diem Rate" means the daily charge to Non-Member Jurisdictions for each Prisoner as determined from time to time by the Authority.

"Notes" means revenue anticipation notes issued by the Authority.

"Obligations" means ~~the any~~ Notes ~~or~~, Bonds, lease financing obligations or other instruments of debt issued by the Authority to finance or refinance the Jail serving the Member Jurisdictions.

"Operating Expenses" means all expenditures for salaries, goods, services, utilities, routine maintenance and other items incurred by the Authority in the daily ownership and operation of the ~~jail~~ Jail, but excludes any Capital Expenses.

"Operating Reserve Fund" means the reserve fund established in Section 5.3.

"Per Diem Rate" means a uniform daily rate equal to Net Operating Expenses plus Debt Service for the relevant Fiscal Year divided by the total number of beds used by Member Jurisdictions in the preceding Fiscal Year divided by 365 or 366 days, as the case may be.

"Placed in Service" means the first day on which the Jail or any addition thereto has been certified by the appropriate authority of the Commonwealth to accept Prisoners.

"Prisoner(s)" has the meaning given in such term in Section 4.1.

## ARTICLE II

## Creation of Authority

**Section 2.1 Regional Jail Authority.** By their approval and execution of this Agreement, the Member Jurisdictions hereby ~~establish~~ reaffirm the establishment in the Original Service Agreement of a regional jail authority pursuant to Chapter 3, Article 3.1 of Title 53.1 (Sections 53.1-95.2 et. seq.) of the Code of Virginia, as amended. The name of the Authority shall be the ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY (the "Authority"). The principal office of the Authority shall be located at the Office of the Superintendent of the Albemarle-Charlottesville Joint Security Complex, 1600 Avon Street Extended, Charlottesville, Virginia 22902.

**Section 2.2 Board.** The powers of the Authority shall be exercised by a Board (the ~~Board~~)

“Board”) consisting of eleven (11) members. Four members shall be from the City of Charlottesville, four members from each of the Member Jurisdictions, as described below; and one member appointed jointly by shall be from the governing bodies County of Albemarle, and three members shall be from the Member ~~Jurisdictions.~~ County of Nelson. The first member from ~~each Member Jurisdiction~~ the City of Charlottesville, the County of Albemarle, and the County of Nelson shall be its duly elected sheriff. The second member from ~~each Member Jurisdiction~~ the City of Charlottesville and the County of Albemarle shall be a currently serving member of the Jurisdiction's governing body appointed by the ~~government body.~~ governing body. The second member from Nelson County shall be either a currently serving member of the Jurisdiction's governing body or a non-serving citizen of Nelson County. The third member from ~~each Member Jurisdiction~~ the City of Charlottesville, the County of Albemarle, and the County of Nelson shall be its current county executive, city manager or other chief executive officer, provided that such officers may designate other staff members to act as their alternates, who, if approved by their respective governing bodies, may attend and vote in place of the chief executives. The fourth member from ~~each Member Jurisdiction~~ the City of Charlottesville and the County of Albemarle shall be any other citizen of ~~that a~~ Member Jurisdiction appointed by its governing body. The Sheriffs' service on the Authority shall be coterminous with their elected terms, and executive officers' terms shall be coterminous with their employment. Other members shall be appointed for three-year terms. Members may be removed by their appointing authorities for failure to attend meetings or for other sufficient cause. The membership of the Authority may be increased or decreased by joint agreement of the governing bodies of the Member Jurisdictions, subject to the limits imposed by applicable state statutes. Alternates may be appointed as provided by state law.

~~Upon execution of the Agreement, the current appointees to the Regional Jail Board shall serve as the initial Board of the Authority, and shall continue in such office until their successors are appointed. Such Regional Jail Board members shall be eligible for appointment to full terms as members of the Authority, provided that no person's service (except that of the sheriffs or of any city manager or county executive or county administrator appointed by a Member Jurisdiction) as a member on the Board of the Authority, or combined service on the Authority's Board and the Regional Jail Board, shall exceed three full terms.~~

Any officer or employee of a Member Jurisdiction, appointed to the Board by that

Member Jurisdiction, who ceases to hold office or be employed in the Member Jurisdiction shall ~~likewise~~ vacate his or her seat on the Board, unless reappointed by the governing body of the Member Jurisdiction.

The Board shall establish bylaws governing the election of officers, the conduct and scheduling of meetings and giving notice thereof, and other procedural matters.

**Section 2.3 Purpose of Authority.** The purpose of the Authority shall be to operate the Jail ~~as set forth in paragraph 2.5 hereof~~ and to finance, design, construct and operate additions or renovations to the existing jail facility, subject to all zoning and other legal requirements, as described in Article III of this Agreement. The general scope and nature of such improvements and additions and the estimated cost of designing, financing and constructing same are set forth in Section 3.1. It is anticipated that this Capital Expense will be financed through ~~Notes and/or Bonds~~ Obligations issued by the Authority, and that reimbursement of a portion of the annual Debt Service on these Obligations will be paid by the Commonwealth of Virginia.

**Section 2.4 Powers of Authority.** The Authority shall have all powers as set forth in Chapter 3, Article 3.1 of Title 53.1 (Sections 53.1-95.2 et. seq.) of the Code of Virginia, or its successor statutes, as amended from time to time, as well as all other powers conferred by state law upon regional jail authorities, and all powers necessarily and reasonably implied from such expressly granted powers.

~~**Section 2.5 Operation of the Jail and Transfer of Property.** Upon the approval of this Agreement, the Authority shall assume full management and control over the operation of the Jail, and succeed to all rights, privileges and obligations of the Regional Jail Board. The Member Jurisdictions agree to transfer all real and personal property associated with the Jail, including title to any fund balances and accounts receivable, to the Authority at no cost to the Authority, and further agree to execute all necessary deeds or other documents to effect such transfer. Notwithstanding the foregoing, the County of Albemarle shall continue to serve as the fiscal agent for the jail until such time as the Authority acts as its own fiscal manager, either independently or by contract with the City or the County or a private entity, but in any event with the objective of securing these services for the Authority in a streamlined, cost-effective and professional manner. The Authority shall assume this responsibility on or before July 1, 1996, unless the County of Albemarle agrees to an extension of this deadline.~~

**Section 2.5:1**

**Section 2.5 Future disposition of Jail Property.** In the event the Authority is to be dissolved or its powers and obligations are to be transferred by operation of law to some other public entity, the Authority shall, if consistent with outstanding bond indentures or other obligations, convey all its real and personal property to such other entity for a consideration of One Dollar. In the ~~even~~ event the Authority determines that the real estate and improvements comprising present Jail property are no longer needed for jail purposes, the Authority shall reconvey the same to the County of Albemarle and the City of Charlottesville, and the County of Nelson or their successors and assigns, as tenants in common.



**Section 2.6 Prior Agreement.** This Agreement supersedes the ~~regional jail agreement dated October 18, 1977, previously entered into by the Member Jurisdictions.~~ Original Service Agreement and all other prior agreements and amendments. Any provision of such earlier agreement inconsistent with this Agreement shall be of no further effect upon the adoption of this Agreement by all of the parties hereto. The Member Jurisdictions agree to consider amending their existing ordinances, and taking such other actions as may be necessary to reflect the transfer of ownership of and responsibility for the Jail from the Regional Jail Board to the Authority consistent with this Agreement.

**Section 2.7. ~~Addition of Nelson County as Member Jurisdiction.~~**

~~Effective July 1, 1998, or as soon thereafter as the amended Service Agreement may be executed by all parties, the County of Nelson shall become a Member Jurisdiction, under the following terms and conditions:~~

~~(a) Notwithstanding the provisions of Section 2.2, Nelson shall be represented on the Authority's Board by its sheriff and one other person appointed by the governing body of the county. Alternates may be appointed as provided by state law.~~

~~(b) Within 30 days following its admission, Nelson shall pay the Authority the sum of Two Hundred Ninety Two Thousand Dollars (\$292,000.00) as agreed compensation for its share of the equity value of the Authority's existing land and facilities. The Authority shall transfer this amount to Albemarle and Charlottesville in proportion to their respective original contributions to the cost of acquiring, constructing and equipping such land and existing facilities, as nearly as the same can~~

~~be determined. In the event of a dispute between Albemarle and Charlottesville about the appropriate distribution the decision of the Authority shall be final.~~

~~(c) Until such time as the Authority's expanded facility is Placed in Service, Nelson shall pay the Authority a rate of Fourteen Dollars (\$14.00) per diem to house its prisoners. After the expanded facility is Placed in Service, Nelson shall pay the same Prisoner Per Diem Payments as the other Member Jurisdictions, including both the Operating and Debt Service Components, calculated and paid as set forth in Section 5.1(a). In addition, after the expanded facility is Placed in Service, Nelson shall pay the Additional Payment for Debt Service as required by Section 5.1(b), calculated at the rate of four percent of the Authority's Net Debt Service not included in the Per Diem Charge.~~

~~(d) Nelson agrees to commit all of its jail prisoners to the Authority on the basis set forth in Section 4.2, and to be responsible for their transportation as set forth in Section 4.3.~~

~~(e) In the event the Authority is dissolved or its powers and obligations are transferred by operation of law, and the Authority's property is reconveyed to the Member Jurisdictions, as contemplated by Section 2.5:1, the Member Jurisdictions' shares of such reconveyed property shall be in direct proportion to their respective capital contributions to the Authority's facilities, including both their initial capital contributions to the existing facility (including Nelson's payment under Section 2.7(b) above), and the respective totals of their payments of the Debt Service Component and Additional Payments for Debt Service under Section 5.1, as nearly as all such amounts can reasonably be determined using available records.~~

~~(f) Except as provided in this Section, Nelson shall have the same rights and obligations under the Service Agreement as the other Member Jurisdictions.~~

### **ARTICLE III** **New Construction**

~~**Section 3.1 Construction of Jail Improvements.** The Member Jurisdictions hereby approve expansion of the Jail by construction of a 115-bed addition, together with an intake center, additional program space, updated HVAC system, and other related improvements, which will serve both the existing jail facility and the additional 115 beds. The Board of Corrections has approved a preliminary budget estimate for the entire improvement project of approximately \$13.75 million dollars. Upon approval of this Agreement, the Authority will proceed with the financing, design and construction of this project which shall constitute a Capital Expense as defined in this Agreement, subject to approval by the Member Jurisdictions, of the general construction contract following receipt of bids by the Authority. The Authority further agrees not to incur any other future Obligation to finance any other Capital Expense for any other improvement, expansion or replacement of the Jail without similar prior approval from the Member Jurisdictions.~~

~~**Section 3.2 Compliance.** The Authority agrees to construct the addition and improvements to the Jail in accordance with the requirements of all Applicable Laws. The Member Jurisdictions agree to provide reasonable assistance to the Authority in complying with any such requirements, and will provide the Authority with any and all information that may be necessary in this regard.~~

~~**Section 3.3 Agreement to Finance.** The Authority agrees to finance the Capital Expenses for the approved addition and improvements, including expenses associated with the financing, through the issuance of revenue bonds. In addition, the Authority may issue revenue bond anticipation notes or other short-term obligations for this purpose.~~

~~One-half of eligible Capital Expenses for the approved addition and improvements, or of the Debt Service on such Capital Expenses, is expected to be funded by the Commonwealth of Virginia pursuant to Section 53.1-81 of the Code of Virginia. The Authority agrees to~~

~~pursue this and any other state or federal reimbursements that may be available to it. In the event the Commonwealth does not agree to fund one-half of the eligible Capital Expenses or of the Debt Service thereon, the Authority shall not proceed to construct the addition or improvements unless further approval is received from each of the Member Jurisdictions.~~

Section 3.1 Construction of Jail Improvements. Any Obligations for future improvements to or expansion of the Jail shall require the approval of the governing bodies of each of the Member Jurisdictions.

## ARTICLE IV

### Provision of Services, Operation and Maintenance

**Section 4.1 Acceptance of Prisoners.** The Authority will accept Prisoners from each Member Jurisdiction (and to the extent space is available, from other jurisdictions, including the federal government and its agencies) who have been (i) duly arrested for committing a criminal offense and held over pending trial or (ii) duly convicted of committing a criminal offense and sentenced to a term of incarceration by a court having proper jurisdiction (the "Prisoners"). If the Jail is at capacity, as defined by the Authority, the Authority shall be responsible for securing alternative housing for all Prisoners from the Member Jurisdictions. The Authority shall first, however, have a duty to remove all Prisoners other than those from Member Jurisdictions from the Jail.

**Section 4.2 Commitment of Prisoners.**— Each Member Jurisdiction agrees to offer to commit all of its Prisoners to the custody of the Authority. Each Member Jurisdiction's prisoners shall be defined as those persons being held for offenses committed in that jurisdiction. To encourage compliance with the provisions of this Section, each Member Jurisdiction hereby agrees that it will refuse to pay for the incarceration of any of its Prisoners committed to custody in any jail other than the Jail unless (i) the Jail is full, (ii) the Authority refuses to accept such Prisoner, (iii) commitment of such Prisoner to a correctional facility other than the Jail is ordered by a court of competent jurisdiction or (iv) a court of competent jurisdiction orders the Member Jurisdiction to make such payment.

**Section 4.3 Transportation of Prisoners.** Unless the Authority agrees otherwise, each Member Jurisdiction shall be responsible for the initial transportation of Prisoners from such Jurisdiction to the Jail for processing into the Jail population, and for transporting its prisoners from the Jail to court appearances and back. The Authority shall be responsible for transporting Prisoners for medical and dental care and other required purposes and for all costs, expenses and security relating to such Prisoners during transportation.

**Section 4.4 Operation and Maintenance.** The Authority will operate and maintain the Jail in accordance with all other Applicable Laws. The Authority shall be an equal opportunity employer.

**Section 4.5 Insurance.** The Authority will maintain hazard, liability or such other insurance as may be required by Applicable Law, or which the Authority may deem advisable.

**Section 4.6 Annual Report.** The Authority will provide to each Member Jurisdiction on or before each October 1 a report showing the activities of the Authority and its revenues, expenditures, and employee compensation schedules and other similar data for the preceding Fiscal Year.

**Section 4.7 Annual Budget.** The Authority will provide to each Member Jurisdiction on or before dates in the fiscal year specified by the Member Jurisdictions the Authority's preliminary Annual Budget for the next Fiscal Year and its final Annual Budget for the next Fiscal Year. For each Fiscal Year in which the Jail will be in operation, such Annual Budget shall set forth the ~~per diem charge~~Facilities Charge Percentage for each Member Jurisdiction, the Per Diem rate for each Prisoner committed to the Authority by the Member Jurisdictions, ~~and the Additional Payment for Debt Service to be made by each Member Jurisdiction,~~ as well as the projected number of Prisoners from each Member Jurisdiction, all for the next ~~fiscal year~~Fiscal Year. The Authority agrees to set, and revise at least quarterly, if necessary, ~~per diem charges and Additional Payments for Debt Service~~Facilities Charges that are sufficient to generate revenue adequate to pay Net Operating Expenses and ~~Net~~ Debt Service for the current Fiscal Year, and to fund any required reserves. Within ten days of any such revision the Authority shall notify each member Jurisdiction of the revised charges and payments required. Any such revision will be based on factors affecting the Jail's revenues or expenditures, including but not limited to changes in assumed or actual occupancy levels, operating expenses, State operating or capital cost reimbursement, and any nonpayment by any Member Jurisdiction or other jurisdiction housing prisoners at the Jail. The Authority will promptly provide copies of any amendments to its Annual Budget to each Member Jurisdiction.

**Section 4.8 Books and Records.** The Authority will maintain proper books of record and account in which ~~property~~proper entries shall be made in accordance with general accepted accounting principles for governmental bodies, consistently applied, of all of its business and affairs related to the Jail. ~~As long as the County of Albemarle or some other governmental entity continues to serve as the fiscal agent for the Authority, however, as provided in Section 2.5, the Authority shall be obligated to maintain only those financial records prescribed by the chief financial officer of such fiscal agent, with the fiscal agent maintaining the remaining~~The Authority shall have an annual audit conducted by an independent outside auditor, with copies being provided to the Member Jurisdictions.

~~necessary records.~~ All books of record and account documents in the Authority's possession relating to the Jail shall at all reasonable times be open to inspection by such agents or employees of the Member Jurisdictions as they may designate. ~~If and when the Authority assumes full responsibility for its own fiscal management, it shall have an annual audit conducted by an independent outside auditor, with copies being provided to the Member Jurisdictions.~~

**Section 4.9 Majority Required for Authority Decisions.** A majority of the members of the Board ~~shall constitute a~~ quorum for the transaction of its business. An affirmative ~~vote of a~~ majority of the full membership of the Board shall be required to adopt the Annual

Budget, to amend the ~~per diem~~Per Diem charges as set forth in Section 4.7, or to approve the creation of any Obligation or ~~any~~ other contract obligating ~~the Authority~~ ~~for~~ ~~longer~~ ~~than~~ one year. All other decisions of the Board may be made by affirmative vote of a majority ~~of~~ the members present and voting.

## ARTICLE V

### Payments

#### **Section 5.1 Payment from Member Jurisdictions.**

##### ~~(a) Per Diem Prisoner Payments.~~

~~(1) In preparing its Annual Budget, the Authority shall establish a per diem charge for the care, maintenance and subsistence of Prisoners from Member Jurisdictions during the next Fiscal Year. This per diem charge shall consist of two components, including an Operating Component, and a prisoner based Debt Service Component. The Operating Component shall be calculated to produce revenues that equal the Authority's projected Net Operating Expenses for such Fiscal Year and the Debt Service Component shall be calculated to produce revenues equal to the portion of the Authority's Net Debt Service for such Fiscal Year includable in such per diem charge under the provisions of subsection (c) of this section. Such per diem charge will be adjusted by the Authority periodically as provided in Section 4.7.~~

~~(2) The Operating Component shall be invoiced by the Authority to the Member Jurisdictions not later than the 15th day of the month following the month in which the service was provided. The Member Jurisdictions shall pay the amount invoiced not later than the last day of the month in which billed.~~

##### ~~The Debt Service Component~~ **(a) Facilities Charges.**

(1) In each Annual Budget, the Authority shall establish the Facilities Charge for the following Fiscal Year which shall be revised as necessary as provided in Section 4.7.

(2) The Facilities Charge shall be invoiced quarterly by the Authority and shall be payable no later than the last day of the first month of each quarter beginning in July 1999 (or such earlier or later date as to which debt service on the Authority's Bonds and Notes has been capitalized). To facilitate the successful financing of the Jail, the 30 days in advance.

~~(3)~~ (A) The Member Jurisdictions agree to **advance** pay their ratable ~~share~~share of the **Debt Service**

~~Component~~ Facilities Charge as budgeted by the Authority in accordance with the percentages established annually ~~as set forth in pursuant to~~ this Section, (the “Facilities Charge Percentages”) notwithstanding the actual number of Prisoners committed or expected to be committed ~~to the Jail~~, subject to ~~later~~ Fiscal Year-end adjustment to reflect actual use ~~of the Jail as provided in paragraph (a)(3.1) of this section.~~

~~(3.1) The Debt Service Component percentages~~ (B) The Facilities Charge for each Member Jurisdiction shall be based upon the actual Prisoner count at the end of the fiscal year after reconciliation subject to Paragraph 5.7(a). For the period commencing on the date of this Agreement through the Fiscal Year ending June 30, 2022, the proposed Facilities Charge will be paid in accordance with the following percentages:

<u>Member Jurisdiction</u>	<u>Estimated Bed Usage</u>	<u>Facilities Charge Percentage</u>
<u>Albemarle County</u>		_____ %
<u>City of Charlottesville</u>		_____ %
<u>Nelson County</u>		_____ %
<u>Total</u>	_____	<u>100.00%</u>

(C) Beginning with the Fiscal Year that commences July 1, 2023, the budgeted Facilities Charge Percentages shall be adjusted each Fiscal Year to approximate the actual proportionate use of the Jail by the Member Jurisdictions as of the end of the immediately preceding ~~calendar year; provided, however, the percentages to be paid by Albemarle County and the City of Charlottesville shall at notime equal in the aggregate less than one hundred percent (100%) of the Debt Service Component payment for the Fiscal Year in question, and provided further that the advance payment of the Debt Service component requested from Albemarle and Charlottesville for each quarter shall reflect a credit (applied in proportion to their respective usages) for the amounts actually received from other Member Jurisdictions, if any, during the preceding quarter~~ Fiscal Year. Such actual proportionate use for each Member Jurisdiction shall be determined by a fraction the numerator of which shall be the number of Prisoner beds used by the Member Jurisdiction during the immediately preceding Fiscal Year and the denominator of which shall be the total number of Prisoner beds used by all Member Jurisdictions in the immediately preceding Fiscal Year. Notwithstanding the foregoing, the Authority and the Member Jurisdictions may use such other method for annually adjusting budgeted Facilities Charge Percentages as may be mutually agreeable.

~~(4)~~ (3) If not paid when due, the Per Diem Facilities Charge and Additional Payments for Debt Service provided in subsection (b) below shall bear interest at ~~the rate established under Section 11-62.10 of the Code of Virginia~~ 3/4% per month until paid; provided, however, that this provision shall not apply in instances where ~~applicable law~~ Applicable Law prescribes some other due date or late payment charge.

~~(5) Within sixty (60) days of~~ (4) By the end of the each [October] following the immediately

~~preceding~~ Fiscal Year, the Authority shall ~~adjust~~reconcile the ~~Debt Service Component for~~total amount of each ~~member Jurisdiction~~Member Jurisdiction's payments to reflect the amount each Member Jurisdiction should have paid during such year based upon actual proportionate use of the Jail and compare it to the amount paid by each Member. ~~Any Member Jurisdiction that. Any Member Jurisdiction which~~ has underpaid shall be ~~billed~~notified by the Authority ~~for~~of the amount of the shortfall, ~~which amount shall be paid as an additional sum in equal quarterly installments over the next Fiscal Year.~~ Any Member Jurisdiction that has overpaid shall be entitled to a refund or a credit, as such Member Jurisdiction may elect, in the amount of such overpayment to be applied ~~against~~in equal quarterly installments over the next ~~Debt Service component payment due from such Member~~Fiscal Year; provided, however, no Member Jurisdiction shall be entitled to a full credit until such time as the Authority has ~~receive~~received payment of all underpaid amounts. In the event the Authority receives a portion, but not all of the payments due for underpaid bills, the Authority shall apply the amount received ratably as a partial credit to ~~Members that~~the Member Jurisdictions which overpaid.

~~(b. — Additional Payment for Debt Service.~~

~~In addition to the Per Diem Charges for their respective prisoners, Albemarle and Charlottesville each shall pay, in equal shares, an amount sufficient in the aggregate to fund 100% of that portion of the Authority's Net Debt Service not being included in the Authority's Per Diem Charge as provided in subsection (c) of this section. Any other Member Jurisdiction shall likewise pay a percentage of such portion of Net Debt Service not included in the Per Diem Charge, with such percentage being established at the time the additional Member Jurisdiction joins the Authority. These Additional Payments for Debt Service shall be paid by~~

~~the Member Jurisdictions quarterly on the same schedule as the Debt Service Component of the Per Diem Charge becomes due, provided that the Additional Payment for Debt Service requested from Albemarle and Charlottesville for each quarter shall reflect a credit (applied in equal shares) for the amounts of such Additional Payments for Debt Service actually received from other Member Jurisdictions, if any, during the preceding quarter.~~

~~(c) Method for Allocating Debt Service Costs:~~

~~The Authority's Net Debt Service costs shall be allocated between the Debt Service Component of the per diem rate charged to the Member Jurisdictions and the Additional Payments for Debt Service in the following manner:~~

~~(1) Upon the awarding of a contract or contracts for construction of any addition or improvements to the Jail or replacement for the Jail, the chief administrative officers of the Member Jurisdictions shall determine the relative proportions of the total projected Capital Expenses for such project that are attributable respectively to (i) the construction or improvement of cells or other prisoner housing areas and (ii) the construction or improvement of administrative, program and support areas. The relative proportions of Capital Expenses for these two categories shall be expressed as percentages. In the event the chief administrative officers are unable to agree on this allocation, the dispute shall be resolved by majority vote of all members of the Authority, whose determination shall be binding.~~

~~(2) Collection of the Authority's Net Debt Service for the project shall then be accomplished through the Debt Service Component of the Per Diem Charge and the Additional Payment for Debt Service in the same proportions, so that the Net Debt Service attributable to cells or prisoner housing space is collected through the Per Diem Charge, and the Net Debt Service for other parts of the project is collected from the Member Jurisdictions in equal shares. For example, if 65% of the total Capital Expense is determined to be attributable to the cells and prisoner housing areas, then the Per Diem Charge for Member Jurisdictions shall be calculated to include 65% of the annual Net Debt Service, with the remaining 35% of the Net Debt Service being collected equally from the Member Jurisdictions through the Additional Charges for Debt Service.~~

~~(d) Payment for Costs of Discontinued Capital Project:~~



~~) If for any reason any new capital project previously improvements to the Jail approved by the Member Jurisdictions is~~ Jurisdiction but not ~~constructed~~ ultimately placed in service, the Member Jurisdictions shall reimburse the Authority, ~~in shares determined as provided in paragraph (b) of this section, for any Capital Expenses the Authority has already incurred in connection with such discontinued project;~~ for all expenses, including debt service on the Authority's interim financings, not previously paid by the Member Jurisdictions pursuant to the percentages contained in the table in Section 5.1(a)(2); provided, however, that the payment required by any Member Jurisdiction ~~under this subsection,~~ will be subject to the appropriation of funds for such purpose ~~of~~ by the governing body of ~~the~~ such Member Jurisdiction.

~~(e) — Additional Payments to Cover Debt Service Shortfalls.~~

~~After the issuance of the Bonds, if~~

~~(c) If~~ the Authority lacks sufficient funds to pay scheduled debt service on the Notes any Obligations, or to pay any debt service reserve funding requirements, the Authority ~~will~~ shall promptly notify the Member Jurisdictions of the amount of ~~such~~ each insufficiency. Upon such notification, ~~the~~ each Member ~~Jurisdictions each agree~~ Jurisdiction agrees to pay, subject to the conditions contained in this paragraph, a portion of such deficit equal to its ~~Debt Service Component percentage~~ Facilities Charge Percentage then in effect ~~for the then current Fiscal Year as determined pursuant to Section 5.1(a)(32).~~ Any such payment under this paragraph ~~will~~ shall be subject to the appropriation of funds by the governing body of each Member Jurisdiction ~~and shall constitute a moral, non-binding payment obligation. The obligations of the Members under this paragraph shall expire only upon the payment of the Notes.~~ In no event shall the obligation of any Member Jurisdiction, under this paragraph ~~(e)~~ or the immediately preceding paragraph ~~(d)~~ be deemed to constitute a debt within the meaning of the Constitution of Virginia.

**Section 5.2 Payments from Other Jurisdictions.** Within the limits allowed by law, the Authority shall establish a ~~per diem charge~~ Non-member Per Diem Rate or ~~charges~~ Rates for the care, maintenance and subsistence of Prisoners from ~~non-member jurisdictions, including from the state, federal government, and other states or localities; provided, however, that in no event shall such charge or charges be less than the per diem charge for Member~~ Non-member Jurisdictions established by the Authority for the same period pursuant to Section 5.1 of this Agreement. Such ~~non~~ Non-member ~~per diem Prisoner~~ Per Diem Rate charges shall be due and payable to the Authority from ~~non~~ Non-member ~~jurisdictions~~ Jurisdictions having Prisoners in the Jail no later than 30 days after receipt of the Authority's periodic billing for such charges and if not paid when due shall bear interest at such rate as the Authority shall establish until paid; provided, however, that this provision shall not apply in instances where applicable law prescribes some other due date or late payment charge.

**Section 5.3 Operatin2 Operating Reserve Fund.** The Authority agrees to provide for an Operating Reserve Fund in each of its Annual Budgets in an amount equal to not less than ~~90~~ dayst ~~percent~~ of its projected Annual Budget for each year, less debt service. The Operating Reserve Fund will be established as a separate account and will be used to cover

periods of revenue shortfall when the Authority's revenues are not sufficient to cover its Operating Expenses or Debt Service, or in such other instances as may be approved by the Authority and concurred in by the chief administrative officers of all member jurisdictions. If such withdrawals reduce the Operating Reserve Fund below twenty percent of the Annual Budget, the Authority shall adopt a plan to restore it to that level over a period not exceed three fiscal years.

**Section 5.4 Commonwealth Reimbursement Grants.** Any funds that the Authority receives from the Commonwealth of Virginia as reimbursement for Debt Service or other Capital Expenses incurred by the Authority for constructing additions or improvements to the Jail or any replacement Jail will be applied as required by the terms of the Indenture for any Obligations issued to fund such projects.

**Section 5.5 Limitation of Liability.** The only obligations of the Member Jurisdictions to pay for the establishment, operation or maintenance of the Jail arise out of this Agreement. No such payment responsibility shall constitute a debt of any Member Jurisdiction within the meaning of any constitutional or statutory limitation.

## **ARTICLE VI**

### **Additional Agreements**

**Section 6.1 Sale or Other Conveyance.** The Authority will not sell, lease, sublease, assign, convey or otherwise voluntarily dispose of the Jail unless all ~~Notes, Bonds, and other~~ Obligations incurred by the Authority have been or will be paid or deemed defeased in accordance with the agreements under which they were issued.

**Section 6.2 Further Documents and Data.** The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary -to perform the obligations and consummate the transactions contemplated by this Agreement.

**Section 6.3 ~~Rieht~~Right to Access.** Each Member Jurisdiction will have reasonable access to the Jail and its records in order to monitor the Authority's compliance with the terms of this Agreement.

**Section 6.4 Confidentiality.** The Authority will maintain all records and files on the Prisoners on a confidential basis in accordance with all Applicable Laws. Each Member Jurisdiction will maintain the confidential nature of all records -and files -relating- to the Prisoners of other Member Jurisdictions in accordance with all Applicable Laws.

**Section 6.5 Notification.** The Authority will promptly furnish to each Member Jurisdiction a copy of any notice or order of any governmental authority asserting that the Authority or the Jail is not in compliance in any material respect with any Applicable Law.

**Section 6.6 Tax-Exemption Covenant.**

~~(a)~~ (a) The Authority intends to issue its Notes and Bonds in a manner such that their interest is excludable from gross income for Federal income tax purposes under Section 103(a) and related provisions of the Internal Revenue Code of 1986, as amended, and applicable rules and regulations. The Authority and each Member Jurisdiction agree that after the Notes and Bonds have been issued, they will not take any action or omit to take any action which would adversely affect such exclusion.

~~(b)~~ (b) Pursuant to Section 15c2-12(b) of regulations issued by the Securities and Exchange Commission, the Authority and the Member Jurisdictions will be required to agree with the owners of the Bonds, for as long as the bonds are outstanding, to supply certain national securities information repositories (1) annually certain financial and statistical information, and (2) periodically, notification of certain specified material events affecting the Authority, the Member Jurisdictions and the Bonds. The particulars of this ongoing disclosure requirement will be set forth in the Indenture and in a continuing disclosure agreement for the Bonds. Each Member Jurisdiction agrees to execute and deliver a continuing disclosure agreement and to cooperate with the Authority in fulfilling this requirement, including providing the Authority with timely notice of the occurrence of any of the specified events which are material to its operations.

**Section 6.7 Additional Members.** Any city, county or town in Virginia may, with the approval of its governing body and with the consent of all of the Member Jurisdictions, join and participate in the Authority under such additional terms and conditions for membership as may be prescribed by the Member Jurisdictions.

**Section 6.8 Withdrawal of Membership.** Any Member Jurisdiction may withdraw from membership in the Authority by resolution or ordinance of its governing body; however, no Member Jurisdiction shall be permitted to withdraw from the Authority as long as any Obligations of the Authority are outstanding except by unanimous vote of all Member Jurisdictions. No Member Jurisdiction withdrawing without unanimous consent of the other Member Jurisdiction(s) shall be entitled to any reimbursement for its equity in the Jail.

**Section 6.9 Change in Independent Status of City.** The parties acknowledge that the obligations of the City of Charlottesville under this Agreement presume Charlottesville's continued existence as an independent city. If Charlottesville ceases to be an independent city and

becomes a town or other governmental unit that is part of Albemarle County, Charlottesville's obligations under this agreement shall be subject to modification in one of three (3) ways: (a) as prescribed by then-applicable state statutes for such towns or the governmental unit; or (b) as ordered by a court of competent jurisdiction; or (c) as determined by agreement of the parties.

**ARTICLE VII**  
**Representations, Warranties and Covenants of Authority**

In addition to the covenants in other Articles of this Agreement, the Authority represents, warrants and covenants as follows:

**Section 7.1 ~~Organization~~ Organization, Authorization and Validity.** The Authority is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth and has duly authorized and delivered this Agreement.

**Section 7.2 Authority.** The Authority has all requisite authority under the Act to execute and deliver and perform its obligations under this Agreement and is not a party of any indenture, contract or other agreement or arrangement, the performance of which by the Authority would prevent or materially and adversely affect the Authority's ability to perform the terms of this Agreement.

**Section 7.3 Non-Contravention.** The execution and delivery of this Agreement by the Authority and the consummation of the transactions contemplated in it will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of the Act, the bylaws of the Authority or any material indenture, contract or other agreement or arrangement to which the Authority is a party or by which any of its properties are bound, or any Applicable Law by which the Authority or the Jail is bound.

**Section 7.4 ~~Litigation~~ Litigation.** The Authority is not a party to any legal, administrative, arbitration or other proceeding or controversy pending, or, to the best of the Authority's knowledge, threatened, which would materially adversely affect the Authority's ability to perform under this Agreement.

**Section 7.5 Approvals.** Except for approvals that may be expressly required by this Agreement, or by the Virginia Board of Corrections, -the Authority -does- not require the consent or approval of any governmental body to carry out the terms of this Agreement.

**ARTICLE VIII**  
**Representations, Warranties and Covenants of Member**  
**Jurisdictions**

Each Member Jurisdiction represents, warrants and covenants for itself as follows:

**Section 8.1 ~~Ori:anization~~Organization, Authorization and Validity.** Each Member ~~jurisdiction~~Jurisdiction is a political subdivision of the Commonwealth duly organized -and validly existing -under -the laws of the Commonwealth, and each has duly authorized, executed and delivered this Agreement.

**Section 8.2 Authority.** Each Member Jurisdiction has all requisite authority to execute and deliver and perform -its obligations -under -this Agreement -and -is not a party- to any indenture, contract or other agreement or arrangement, the performance of which by it would prevent or materially and adversely affect its individual performance under this Agreement.

**Section 8.3 Non-Contravention.** The execution and delivery -of- this Agreement by each Member Jurisdiction and the consummation of the transactions contemplated in it will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions -or -provisions of any charter, -resolution or -ordinance, -any material -indenture, contract or agreement -or arrangement -to which -it -is a party -or -by- which any of its properties are bound, or any Applicable Law by which it is bound.

**Section 8.4 ~~Litii:ation~~Litigation.** No Member Jurisdiction is a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of -its knowledge, threatened, which would materially and adversely affect its ability to perform under this Agreement.

**ARTICLE IX**  
**Defaults and Remedies**

**Section 9.1 Default by Authority.** The occurrence of any one or more of the following events will constitute an "Event of Default" by the Authority (~~"("Authority Default")."~~).

~~(b)~~(a) failure of the Authority to pay principal of or interest when due on any Notes, Bonds or other temporary or permanent financing for the Jail issued or obtained by the Authority pursuant to this Agreement;

~~(d)~~(b) if the Authority is for any reason rendered incapable of performing any of its material obligations under this Agreement;

~~(e)~~(c) if the Authority makes an assignment of all or a portion of its obligations under this Agreement without the prior consent of the Member Jurisdictions;

~~(f)~~(d) if the Authority defaults on any of its material obligations under any agreement pursuant to which any ~~Note, Bonds or other temporary or permanent financing for the Jail is issued or obtained by the Authority~~ Obligations have been issued pursuant to this Agreement and such default is not cured within the applicable cure period;

~~(g)~~ if any proceeding is instituted, with the consent or acquiescence of the Authority, ~~(e)~~ for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the bonds of the Authority; or

~~(h)~~(f) if the Authority defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to the Authority by any Member Jurisdiction.

**Section 9.2 Default by Member Jurisdictions.** The occurrence of any one or more of the following events will constitute an "Event of Default" by any Member Jurisdiction ("Member Jurisdiction Default").

~~(b)~~(a) failure of any Member Jurisdiction to make payments of ~~per diem Prisoner charges~~ Facility Charges in accordance with its respective Facilities Charge Percentage when due;

~~(e)~~(b) if any Member Jurisdiction shall for any reason be rendered incapable of fulfilling its obligations under this Agreement; or

~~(d)~~(c) if any proceeding is instituted, with the consent or acquiescence of any Member Jurisdiction, for the purpose of effecting a composition between such Member Jurisdiction and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of such Member Jurisdiction; or

~~(e)~~(d) if any Member Jurisdiction defaults in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to such Member Jurisdiction by the Authority.

**Section 9.3 Remedies of Member Jurisdictions.** Upon the occurrence of an Authority Default, any Member Jurisdiction, after giving notice of such Authority Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Authority to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement.

**Section 9.4 Remedies of Authority.** Upon the occurrence of a Member Jurisdiction Default, the Authority, after giving notice of such Member Jurisdiction Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Member Jurisdiction to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement.

**Section 9.5 Remedies Not Exclusive.** No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at ~~law~~law, in equity or by statute.

## **ARTICLE X**

### **ARTICLE X**

#### **Miscellaneous**

**Section 10.1 Severability of Invalid Provisions.** If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

~~section has not been contained in it.~~

**Section 10.2 Notices.** Any notice or other communication under or in connection with this Agreement shall be in writing, and shall be effective when delivered in person or sent by first class United States mail to the following persons and addresses or to such other persons and addresses as any of such persons may from time to time specify in writing.

**If to the Authority:**

**Chairman**

Chair

Albemarle-Charlottesville Regional Jail Authority  
1600 Avon Street Extended  
Charlottesville, VA 22901

**If to Albemarle County:**

County Executive  
Albemarle County Office Building 401 McIntire  
Road  
Charlottesville, VA 22902-4596

**If to City of Charlottesville:**

City Manager  
P.O. Box 911  
Charlottesville, VA 22902

**If to Nelson County:**

County Administrator  
P.O. Box 336  
Lovingson, VA 22949

**Section 10.3 ~~Execution of Agreement. A sufficient number of copies for each party approving this~~ Counterparts.** This Agreement may be executed in several counterparts, each of which shall be ~~deemed to be~~ an original ~~having identical legal effect, and all of which together shall be executed by~~ constitute but one and the parties, this being copy number ~~1~~ same instrument.

**Section 10.4 ~~Governin~~ Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

**Section. 10.5 Amendments.** This Agreement may be changed or amended only with



the consent of the Authority and each Member Jurisdiction. No such change or amendment may be made which will affect adversely the prompt payment when due of all monies required to be paid by the Member Jurisdictions under the terms of this Agreement, and no such change or amendment shall be effective which would cause a violation of any provision of any resolution, indenture or agreement pursuant to which any ~~Notes, Bonds or other temporary or permanent financing for the Jail is~~ Obligations have been issued or obtained by the Authority.

**Section 10.6 Effective Date of Agreement.** ~~As to the creation of the Authority, this Agreement. This~~ Agreement will be effective from the date of its approval by each of the Member Jurisdictions. ~~As to all other matters, it shall be effective upon subsequent approval by the Board of the Authority. The financial provisions of this Agreement shall be implemented on a schedule agreed upon by the chief financial officers of the Member Jurisdictions, but in no event later than July 1, 1996.~~ and the Authority

**Section 10.7 Waiver.** Any waiver by any party of its rights under this Agreement must be in writing, and will not be deemed a waiver with respect to any matter not specifically covered. Nothing in this Agreement authorizes the waiver of any Member ~~Jurisdiction's~~ Jurisdiction's obligation to make payments when due of all moneys required to be paid by the Member Jurisdictions under the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers on the dates indicated.

COUNTY OF ALBEMARLE \_\_\_\_\_ APPROVED AS TO FORM:

~~Original Approval Date: November 1, 1995~~

~~Amendments Approved: February 12, 1998~~

~~Nelson Amendments Approved: November 4, 1998~~

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
County Attorney

CITY OF CHARLOTTESVILLE \_\_\_\_\_

APPROVED AS TO FORM:

~~\_\_\_\_\_ City Attorney Original Approval Date: November 6,  
1995~~

\_\_\_\_\_

~~Amendments Approved: March 2, 1998  
Nelson Amendments Approved: October 19, 1998~~

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City Manager

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County Attorney

**COUNTY OF NELSON** \_\_\_\_\_

**APPROVED AS TO FORM:**

~~By~~—

~~County Administrator~~

~~Approved as Amended to Include Nelson County: October 13,  
1998~~

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County Executive

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County Attorney

**ALBEMARLE-CHARLOTTESVILLE-  
REGIONAL JAIL AUTHORITY** \_\_\_\_\_

**APPROVED AS TO FORM**

~~Original Approval Date: November 15, 1995  
Amendments Approved: March 12, 1998  
Nelson Amendments Approved: ~~Nilife, .l, ,,,, - #.~~~~

*l'if"d*

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Chair

Attorney

## **RESOLUTION**

**Authorizing any deputy city manager to attend and vote in place of the City Manager at meetings of the Albemarle-Charlottesville Regional Jail, as the alternate for the City Manager**

BE IT RESOLVED by the Council of the City of Charlottesville that the City Manager is hereby authorized to delegate to any staff member who holds a deputy city manager position the responsibility for attending any meeting(s) of the governing board of the Albemarle-Charlottesville Regional Jail Authority, and any such deputy city manager may attend and vote in place of the City Manager, as the City Manager's alternate.