

THIS AGREEMENT made this 20th day of January, 1984 by and among the CITY OF CHARLOTTESVILLE, VIRGINIA ("City"), the COUNTY OF ALBEMARLE, VIRGINIA ("County"), and the RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA ("University"), sometimes collectively referred to as "Participants".

WITNESSETH:

I. BACKGROUND

The Participants have studied at length the problems, costs and benefits associated with the establishment of a centralized dispatching facility for their respective law enforcement agencies, and other emergency services operating in the Albemarle and Charlottesville community, and the provision of a "911" emergency telephone system to provide immediate citizen access to those services. The Participants appointed a task force to make recommendations for implementing the joint dispatch center and 911 system, and that task force, in a final report dated November 5, 1982, made such recommendations to the University and the governing bodies of the county and the city. In this agreement the participants wish to set forth the terms upon which those recommendations will be implemented. In consideration of the mutual benefits and obligations contained herein, the Participants therefore agree to the following terms.

## II. JOINT DISPATCH CENTER

a. The participants will establish a Joint Dispatch Center in the basement of the City police department headquarters. The Center will be placed in operation on or after January 1, 1984, to perform direct dispatching functions for County, City and University law enforcement personnel. The Center will also maintain "patching" or transfer capabilities to direct incoming calls immediately to the City fire department, participating volunteer fire companies, rescue squads, and other emergency service providers, as appropriate.

b. The Joint Dispatch Center shall be controlled by a board, known as the Joint Dispatch Center Management Board ("Management Board"), consisting of eight (8) members. The Management Board shall include the Albemarle County Executive, the Charlottesville City Manager, the University of Virginia Vice President for Administration, the Chief of Police of Albemarle County, the Chief of Police of Charlottesville, the Director of University Police, the Chief of the Charlottesville Fire Department and one representative from the Advisory Board of the area rescue squads, any of whom may designate a subordinate to attend meetings of the Management Board and vote in his/her behalf. Members of the Management Board and their designees shall serve ex officio as representatives of their respective jurisdictions or agencies, and shall incur no individual or personal liability for actions taken in good faith by them as members of the Management Board.

c. The Management Board shall establish a set of by laws and shall elect from among its members a chairman and a secretary, whose terms shall be for one year with eligibility for re-election.

d. Operating procedures and policies for the Center will be established by the Management Board. The Management Board shall submit annually to the Participants a budget and cost allocation schedule (as delineated below) and other data which any of the Participants may desire.

e. The City, County and University hereby delegate to the Management Board the power to sue and be sued in its own name and enter into contracts, including but not limited to contracts for the purchase of goods and services necessary to carry out its functions, provided that no such contract obligates the Board or the Participants to any expenditure in excess of the total amount appropriated to the Board by the Participants for the fiscal year to which the contract applies.

f. The Management Board shall select a Center Manager and authorize the number of other employees to operate the Center. All persons employed to operate the Center shall be employees of the County of Albemarle; however, the County hereby delegates to the Board the power to hire, discipline and remove such employees, within the limits of the County's established personnel policies and regulations, and to establish their duties and compensation within the County's classification and pay plan. The employees shall be eligible to receive all rights and benefits of County employees.

g. The Management Board may delegate to the Center Manager or other employees any of the powers delegated to it in subparagraphs (e) and (f) above, within such limits as the Management Board may prescribe.

### III. 911 SERVICE

The participants will authorize the telephone company(s) to make the necessary changes in the local telephone system to make 911 emergency telephone service available to the Joint Dispatch Center from all possible telephone prefixes in Charlottesville and Albemarle County, including the University's 924 prefix. Any additional exchanges in Albemarle County not served by this 911 facility will have available a toll free number to be paid for by Albemarle County. The changes to be requested will include the installation of the "hot lines" necessary to provide for immediate transfer of incoming calls from the Joint Dispatch Center to the City fire department and the participating fire companies, rescue squads and other emergency service providers recommended by the Management Board.

### IV. ALLOCATION OF COSTS

a. Expenditures for operation of the Center through June 30, 1985 shall be apportioned among Participants according to the formula set out in the task force report dated November 5, 1982 and attached to this agreement (Attachment A).

b. Charges made to each Participant for provision of service in the first year of operation shall include necessary expenditures for the purchase and installation of equipment, building modification, modification of the telephone system and operating costs for the Center through June 30, 1985. These expenditures shall be based on estimates set forth in the task force report as revised by the Management Board and agreed to by the Participants. Among the costs to the Participants shall be the provision of certain dispatch equipment for use within the Center, as outlined in the task force report, which shall become the property of and the responsibility of the Management Board upon delivery to the Center. The first year's operating costs shall include the cost of a buy-in to VSRS of credits for all past service for City employees hired by the Center; the cost to the Center shall be the amount charged by VSRS less any funds withdrawn from the City retirement system for the affected employees and contributed by the City to VSRS separately.

c. With the fiscal year beginning July 1, 1985 operating costs will be apportioned among the Participants in the manner set forth in the task force report but on the basis of their respective populations, numbers of calls for service and crime index figures for calendar year 1984. The Management Board shall obtain such revised figures annually (including such estimates of population changes as determined by the Tayloe-Murphy Institute that the Management Board may agree to) and shall

recompute the allocation formula for each next ensuing fiscal year. The recomputation shall be made as soon after January 1 as possible to make accurate figures available to the participants for their annual budget.

V. FISCAL AND ADMINISTRATIVE AGENT

a. The County of Albemarle is designated as fiscal manager for the Joint Dispatch Center and the 911 system. The County shall be responsible for furnishing fiscal management, purchasing, personnel, payroll administration and legal counsel for the Center. By executing this agreement the Participants authorize the County to contract with the telephone company and others as necessary for the initial expenditures necessary to implement the Center and the system. The Management Board may contract for other services as necessary subject to the limits in paragraph II.

b. To cover administrative expenses and overhead for acting as fiscal manager, the County will be paid a sum equal to 2% of the annual operating budget of the Center until such time as an accurate accounting of the cost as determined in a standard indirect cost study shall be computed. At that time, the County shall contract with Center based on that amount, and either reimburse or be paid the difference for prior years.

c. The Participants will pay their respective shares of the cost of building modification, equipment purchase and installation and

telephone system modification within 30 days after executing this agreement. The fiscal agent will invoice each participant in advance of each operating quarter for its quarterly share of operating costs. These invoices will be paid within thirty days. Dispatch equipment shall be delivered to the Center according to a schedule recommended by the Management Board.

VI. LIABILITY

The Participants acknowledge that the Management Board will act as agents for each of them in carrying out the dispatching functions of their respective law enforcement and public safety responsibilities. The Management Board shall obtain liability insurance adequate to protect the interests of the City, County, University and/or itself for claims arising out of its performance of these functions. The purchase of such insurance shall in no way constitute a waiver of any defenses, including but not limited to the defense of sovereign immunity, that may be available to the Management Board, City, County, State or University with respect to any claim against any or all of them.

VII. EXECUTION: DURATION; JOINT EXERCISE OF POWERS

The City and County intend this agreement as a joint exercise of their respective powers on political subdivisions, as authorized by §15.1-21 of the Code of Virginia and the University joins by the authority

vested in it by Title 23 of said code. The governing body of each Participant has therefore caused the agreement to be executed in its behalf by the authorized officer indicated below, as of the respective dates indicated. The agreement will take effect on the date of the last signature and will continue in effect until modified or dissolved by mutual agreement of the Participants; provided that any Participant may discontinue its participation at the end of any fiscal year on one year's written notice to the others, and provided also that the Participants' respective obligations for payment of operating costs are subject to their respective annual authorization of funds for that purpose. Upon withdrawal of any Participant(s) from this agreement, the withdrawing Participant(s) shall be entitled to receive payment from the Board for a percentage of the value of the depreciated assets of the Center in a proportion equal to the percentage of total costs of operating the Center assigned to said Participant(s) as of the date of notice of intent to discontinue.

COUNTY OF ALBEMARLE

ATTEST:

Nettie E. Fisher

BY

Terrell E. Fisher

DATE:

January 18, 1984



CITY OF CHARLOTTESVILLE

ATTEST:

BY

*[Signature]*

DATE:

1/6/84

RECTOR AND VISITORS OF THE  
UNIVERSITY OF VIRGINIA

ATTEST:

BY

*[Signature]*

DATE:

1-2-84

*Anna G. Lane*

## ATTACHMENT A

## APPORTIONMENT FORMULA

I.	<u>POPULATION</u>	<u>%</u>	<u>FACTOR FOR RATE/100 M POP.</u>
Albemarle	55,783	46	1.79
Charlottesville	39,916	33	2.5
University of Va.	<u>25,500</u>	<u>21</u>	3.9
	121,199	100 %	

II.	<u>INDEX CRIME (Annual)</u>	<u>%</u>	<u>RATE PER 100 M POPULATIC</u>
Albemarle	1,550	24	$1550 \times 1.79 = 2,775 \div 16,564 = 16.8\%$
Charlottesville	3,865	60	$3865 \times 2.5 = 9,663 \div 16,564 = 58.3\%$
University of Va.	<u>1,058</u>	<u>16</u>	$1058 \times 3.9 = 4,126 \div 16,564 = 24.9\%$
	6,473	100.0	16,564 100.0%

III.	<u>CALLS FOR SERVICE (Annual)</u>	<u>%</u>
Albemarle	10,351	21.1
Charlottesville	33,207	67.7
University of Va.	<u>5,486</u>	<u>11.2</u>
	49,044	100.0%

IV. COST APPORTIONMENT (PERCENT OF TOTAL)  
 (% Population + % Crime Index Rate/100 M + % Calls For Service)  $\div$  3

Albemarle	$(46\% + 16.8\% + 21.1\%) \div 3 = 28.0\%$
Charlottesville	$(33\% + 58.3\% + 67.7\%) \div 3 = 53.0\%$
University of Va.	$(21\% + 24.9\% + 11.2\%) \div 3 = 19.0\%$

APPROVAL OF ADDENDUM #2 TO JANUARY 20, 1984 AGREEMENT AMONG THE  
UNIVERSITY, THE CITY OF CHARLOTTESVILLE, AND THE COUNTY OF  
ALBEMARLE, REGARDING FUNDING OF THE JOINT EMERGENCY  
COMMUNICATIONS CENTER

WHEREAS, by an Agreement dated January 20<sup>th</sup>, 1984 (as amended, the "Agreement"), the Rector and Visitors of the University of Virginia, the City of Charlottesville, Virginia, and the County of Albemarle, Virginia, entered into a joint exercise of power for the establishment of a centralized dispatching facility (the "Emergency Communications Center" or "ECC") for their respective law enforcement agencies and other emergency services operating in the Charlottesville and Albemarle County community, and for the provision of a "911" emergency telephone system; and

WHEREAS, the Agreement provided that the funding of the ECC be apportioned among the participants in accordance with a formula based on the participants' populations, number of calls for service and crime index figures; and

WHEREAS, at the meeting of the Emergency Communications Center Management Board held on September 12, 2012, the Management Board recommended a proposed amendment to the Agreement changing the funding formula so that it is based on actual calls for service received by the ECC, with each of the participants in the Agreement responsible for operating and capital costs of the ECC in direct proportion to their respective percentage of the actual calls for service, which the Management Board believes will be a more equitable and simpler funding formula for the operating costs of the ECC; and

WHEREAS, the Management Board also recommended that the Agreement be amended to implement a separate funding formula for operating and capital costs of the ECC's 800 MHz communications system, with such costs to be allocated among the participants on the basis of the number of radios used by the participants and certain third party users; and

WHEREAS, the Management Board finally recommended that the Agreement be amended to include a fund balance provision so that the ECC may retain a year-end fund balance not to exceed twenty-

five percent (25%) of the ECC's total annual operating budget;  
and

WHEREAS, the Management Board has submitted an Addendum #2 to the Agreement, which Addendum sets forth the Management Board's recommended amendments to the Agreement; and

RESOLVED, the Board of Visitors approves the attached Addendum #2 to Agreement dated January 20, 1984, by and among the County of Albemarle, Virginia, the City of Charlottesville, Virginia, and the Rector and Visitors of the University of Virginia for funding of the joint Emergency Communications Center, and authorizes the President, or Executive Vice President and Chief Operating Officer, to execute such Addendum #2 on behalf of the University.

**AN ORDINANCE  
APPROVING AN ADDENDUM TO THE JANUARY 20, 1984 AGREEMENT  
BY AND AMONG THE CITY OF CHARLOTTESVILLE,  
THE COUNTY OF ALBEMARLE, AND THE UNIVERSITY OF VIRGINIA  
FOR THE FUNDING AND OPERATION OF THE  
EMERGENCY COMMUNICATIONS CENTER (ECC)**

**WHEREAS**, the City of Charlottesville, Albemarle County and the University of Virginia have jointly funded and undertaken the operation of a joint dispatch center for the purpose of performing direct dispatching functions for the City, County and UVA law enforcement personnel pursuant to a joint exercise of powers Agreement dated January 20, 1984; and

**WHEREAS**, this Council desires to amend the January 20, 1984 Agreement (Addendum #2) to revise the funding formula for the Emergency Communications Center to be simpler and more equitable; now, therefore

**BE IT ORDAINED** by the Council for the City of Charlottesville, Virginia that the above-described Addendum #2 to the January 20, 1984 Agreement, attached hereto and incorporated herein, is hereby approved, and the City Manager or his designee is hereby authorized to execute Addendum #2 on behalf of the City of Charlottesville, Virginia.

Approved by Council  
February 19, 2013



Clerk of Council

ORDINANCE NO. 13-A(1)

AN ORDINANCE TO ADOPT AND APPROVE AN ADDENDUM  
TO THE JANUARY 20, 1984 AGREEMENT BY AND AMONG  
THE COUNTY OF ALBEMARLE, VIRGINIA,  
THE CITY OF CHARLOTTESVILLE, VIRGINIA AND  
THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA  
FOR THE FUNDING AND OPERATION OF  
THE EMERGENCY COMMUNICATIONS CENTER

**WHEREAS**, the County, the City and the University have jointly funded and undertaken the operation of a joint dispatch center for the purpose of performing direct dispatching functions for County, City and University law enforcement personnel pursuant to a joint exercise of powers Agreement dated January 20, 1984; and

**WHEREAS**, this Board desires to amend the January 20, 1984 Agreement to revise the funding formula to be simpler and more equitable.

**NOW, THEREFORE, BE IT ORDAINED THAT** the Addendum #2 to Agreement Dated January 20, 1984 by and among the County of Albemarle, Virginia, the City of Charlottesville, Virginia and the Rector and Visitors of the University of Virginia pertaining to the joint funding and operation of the Emergency Communications Center, attached hereto and incorporated herein, is hereby approved, and that the County Executive is hereby authorized to execute Agreement Addendum #2 on behalf of the County of Albemarle.

**This ordinance shall be effective immediately.**

I, Ella W. Jordan, do hereby certify that the foregoing writing is a true, correct copy of an Ordinance duly adopted by the Board of Supervisors of Albemarle County, Virginia, by a vote of six to zero, as recorded below, at a regular meeting held on February 6, 2013.

  
Clerk, Board of County Supervisors

	<u>Aye</u>	<u>Nay</u>
Mr. Boyd	<u>Y</u>	___
Mr. Dumler	<u>Y</u>	___
Ms. Mallek	<u>Y</u>	___
Mr. Rooker	<u>Y</u>	___
Mr. Snow	<u>Y</u>	___
Mr. Thomas	<u>Y</u>	___

**ADDENDUM #2 TO AGREEMENT DATED JANUARY 20, 1984  
BY AND AMONG THE COUNTY OF ALBEMARLE, VIRGINIA,  
THE CITY OF CHARLOTTESVILLE, VIRGINIA, AND  
THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA**

This Addendum #2, dated January 1, 2013, to the Agreement dated January 20, 1984, and first amended October 10, 2002, by and among the COUNTY OF ALBEMARLE, VIRGINIA, the CITY OF CHARLOTTESVILLE, VIRGINIA, and the RECTOR and VISITORS of THE UNIVERSITY OF VIRGINIA (collectively referred to as the "Participants").

The Participants agree to the following modifications to the Agreement:

1. Section IV ("Allocation of Costs") is deleted and replaced with the following paragraphs:

a. Operating Costs. Beginning with the fiscal year commencing July 1, 2013, the Management Board shall submit the annual budget request for the Center to each Participant by January 15<sup>th</sup> of each year in a format generally in accordance with the Uniform Financial Reporting System of the Auditor of Public Accounts for the Commonwealth of Virginia. Operating costs will be allocated among the Participants in direct proportion to their respective shares of the percentage of the numbers of calls for service received by the Center. In preparing for the budget for each year, the Management Board shall obtain the actual number of calls received by the Center for the immediately preceding 12 month period of October 1 through September 30. The Management Board shall use such actual call numbers to recompute the allocation formula for each next ensuing fiscal year. The recomputation shall be made as soon after January 1 as possible to make accurate figures available to the Participants for their annual budget. A hypothetical example of the Funding Formula calculated under this section if it had applied to fiscal year 2012-2013 is attached hereto as Exhibit A. The budget shares for the Participants under the formula calculated under this section are set forth on Exhibit B attached hereto.

b. Capital Improvements Costs. Non-recurring capital items for the Center shall be submitted to each Participant as part of its Capital Improvement Plan (CIP). Capital items include (i) land acquisition, and construction of new facilities; (ii) renovations or additions to existing facilities; (iii) major studies such as facility or systems assessments, engineering or feasibility studies related to facility or system needs; and (iv) equipment requirements. Funding for capital items shall be subject to approval by the Participants. The cost for capital items for the Center shall be allocated among the Participants according to their percentage of actual calls to the Center as determined in section IV(a) above for the fiscal year such capital items are approved by a Participant; provided, however, that each Participant's percentage of cost for a capital item shall not be recomputed each year, but shall remain constant for such capital item. By way of example, the Computer Aided Dispatch System (CADS) is a capital item. The cost allocation of the CADS project is based on the cost allocation among the Participants in effect at the time that project was approved by the Participants and shall remain constant throughout such project, notwithstanding the recalculation of allocations for operating costs pursuant to section IV(a) above.

c. 800 MHz System. Notwithstanding paragraphs a and b above, the capital and operational cost allocation of the 800 MHz Public Safety Project (the 800 MHz System) was established by an Agreement dated June 27, 2003 among the Participants, with the cost allocation based on the number of radios used in the 800 MHz System by the Participants and certain third party users. The capital cost allocation of the 800 MHz System shall remain fixed pursuant to the terms of the Agreement dated June 27, 2003. The operational cost of the 800 MHz System shall continue to be recomputed each year allocating the cost to the Participants equal to the percentage of the number of radios used by each Participant in the 800 MHz System. Unless otherwise agreed to, the capital and operational cost for any communications system

which replaces the 800 MHz System will also be allocated among the Participants equal to the percentage of the number of radios used by each Participant in such replacement system.

d. Fund Balance. The Center may retain a year-end fund balance not to exceed twenty-five percent (25%) of the Center's total annual operating budget. The Management Board will, after each fiscal year audit, return to each Participant its share of any carryover funds in excess of those amounts necessary to fund the reserve fund. The return of such funds to each Participant will be prorated using the allocation formula calculated pursuant to section IV(a) above for such fiscal year. In lieu of returning such funds, the Management Board may formally request alternative uses for such carryover funds, subject to the approval of the Participants.

2. Except as amended hereby, the Agreement remains in full force and effect and the Participants hereby ratify and confirm the provisions, terms and conditions set forth in the Agreement and any amendments or addenda thereto.

**WITNESS** the following signatures.

**COUNTY OF ALBEMARLE**

Thomas C. Foley  
Thomas C. Foley, County Executive

2/21/13  
Date

Approved as to form:

G. L. R.  
County Attorney



**CITY OF CHARLOTTESVILLE**

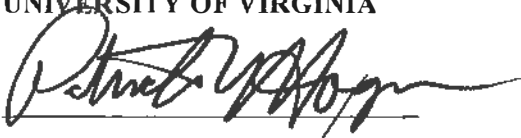
Maurice Jones  
Maurice Jones, City Manager

2-20-13  
Date

Approved as to form:

S. Craig Brown  
City Attorney

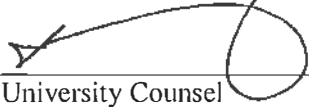
RECTOR AND VISITORS OF THE  
UNIVERSITY OF VIRGINIA



02/27/13

Date

Approved as to form:



University Counsel

## Proposed Funding Formula

	County	City	UVA	Totals
PD/Fire/EMS Calls	69,826	53,008	21,296	144,130
Percentage	48.45%	36.78%	14.77%	100.00%
	69,826	53,008	21,296	144,130

Percentage	48.45%	36.78%	14.77%
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FY 13 Budget	\$5,326,614
Minus Internal 800 MHz Public Safety*	\$500,863
Minus 800 MHz Outside Agencies**	\$271,011
Total	\$4,554,740

Total multiplied by % above	\$2,206,772	\$1,675,233	\$672,735	
Internal 800 MHz Public Safety*	\$288,107	\$122,841	\$89,915	
Minus Other Revenue	\$240,189	\$182,335	\$73,222	\$495,746
Total Owed per locality	\$2,254,690	\$1,615,739	\$689,428	

\* Internal public safety agencies include:

Albemarle County Public Safety (37.33%)	\$288,107
City of Charlottesville Public Safety (15.91%)	\$122,841
University of Virginia Public Safety (11.65%)	\$89,915
	\$500,863 ***

\* Outside agencies include (billed individually):

Albemarle County Schools (11.03%)	\$85,166
City of Charlottesville Public Works (3.98%)	\$30,710
City of Charlottesville Schools (2.09%)	\$16,147
City of Charlottesville Transit (2.30%)	\$17,730
UVA Transit (2.91%)	\$22,479
Charlottesville-Albemarle Regional Airport (2.13%)	\$16,463
Albemarle -Charlottesville Regional Jail (6.23%)	\$48,123
Rivanna Water & Sewer Authority (2.30%)	\$17,730
Alcohol, Tobacco & Firearms (0.17%)	\$1,266
Albemarle County Service Authority (1.97%)	\$15,197
	\$271,011 ***

\*\*\* These would be billed separately as part of the 800 MHz infrastructure budget

The public safety agencies for each jurisdiction would be included in the localities portion of the regular budget.

**CHARLOTTESVILLE-UVA-ALBEMARLE COUNTY  
EMERGENCY COMMUNICATIONS CENTER  
BUDGET SHARES**

**FISCAL YEAR 2012-2013**

Description	Cost Center	Albemarle	Charlottesville	UVA	Others	TOTAL
Operations	31040	\$744,421 48.45%	\$565,114 36.78%	\$226,937 14.77%	\$0 0.00%	\$1,536,472
Admin	31041	\$706,479 48.45%	\$536,312 36.78%	\$215,370 14.77%	\$0 0.00%	\$1,458,161
Telecom. 911	31042	\$113,858 48.45%	\$86,433 36.78%	\$34,710 14.77%	\$0 0.00%	\$235,000
EMD	31043	\$159,680 48.45%	\$121,218 36.78%	\$48,678 14.77%	\$0 0.00%	\$329,576
Emergency Services	31045	\$70,487 48.45%	\$53,509 36.78%	\$21,488 14.77%	\$0 0.00%	\$145,485
PS Technology	31046	\$111,391 48.45%	\$84,561 36.78%	\$33,958 14.77%	\$0 0.00%	\$229,909
Co.Fire Com.	31047	\$148,612 48.45%	\$112,816 36.78%	\$45,304 14.77%	\$0 0.00%	\$306,733
800 MHz	31048	\$288,107 37.33%	\$122,841 15.91%	\$89,915 11.65%	\$271,011 35.11%	\$771,874
City Fire	31049	\$151,844 48.45%	\$115,270 36.78%	\$46,290 14.77%	\$0	\$313,404
<b>Total Budget Share</b>		<b>\$2,494,879</b>	<b>\$1,798,074</b>	<b>\$762,650</b>	<b>\$271,011</b>	<b>\$5,326,614</b>
Revenues		-\$240,189	-\$182,335	-\$73,222	\$0	-\$495,746
<b>Total Due</b>		<b>\$2,254,690</b>	<b>\$1,615,739</b>	<b>\$689,428</b>	<b>\$271,011</b>	<b>\$4,830,868</b>

**Other Outside Revenues**

29,000 (Interest)  
10,500 (OES Grant)  
453,600 (Wireless Fund)  
2,646 (FBI)

**\$495,746.00 Total Other Outside Revenues**

**Total Shares Due FY- 2012-2013**  
**Albemarle County - \$2,254,690**  
**City of Charlottesville - \$1,615,739**  
**University of Virginia - \$689,428**  
**800 MHz Infrastructure Others - \$271,011**

**ADDENDUM #1 TO AGREEMENT  
DATED JANUARY 20, 1984 BY AND AMONG  
THE COUNTY OF ALBEMARLE, VIRGINIA,  
THE CITY OF CHARLOTTESVILLE, VIRGINIA,  
AND THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA**

This Addendum #1 to the Agreement dated January 20, 1984 by and among the COUNTY OF ALBEMARLE, VIRGINIA, the CITY OF CHARLOTTESVILLE, VIRGINIA and the RECTOR and VISITORS of THE UNIVERSITY OF VIRGINIA (collectively referred to as the "Participants").

The Participants agree to the following modifications to the Agreement:

1. Section II (b) ("Joint Dispatch Center") is deleted and replaced with the following paragraph:

The Joint Dispatch Center shall be controlled by a Management Board consisting of ten (10) members, consisting of the Albemarle County Executive, the Charlottesville City Manager, the University of Virginia Executive Vice-President/Chief Operating Officer, the Chief of Police of Albemarle County, the Chief of Police of Charlottesville, the Director of University Police, the Chief of the Charlottesville Fire Department, the Chief of the Albemarle County Fire-Rescue Department, one (1) University representative with expertise in 911 center operations to be designated by the Executive Vice-President/Chief Operating Officer and one (1) representative from the Jefferson Country Fire and Rescue Association, any of whom may designate a subordinate to attend meetings of the Management Board and vote on his/her behalf. Members of the Management Board or their designees shall serve ex officio as representatives of their respective jurisdictions or agencies, and shall incur no individual or personal liability for actions taken by them in good faith as members of the Management Board.

2. Except as amended hereby, the Agreement remains in full force and effect and the Participants hereby ratify and confirm the provisions, terms and conditions set forth in the Agreement and any amendments or addenda thereto.

WITNESS the following signatures.

Dated: 30 Aug 02

COUNTY OF ALBEMARLE

By: Robert W. Jucker, Jr.  
COUNTY EXECUTIVE

Dated: October 9, 2002

CITY OF CHARLOTTESVILLE

By: Gary O'Connell  
CITY MANAGER

Dated: October 10, 2002

THE RECTOR AND VISITORS OF THE  
UNIVERSITY OF VIRGINIA

By: Ernest V. Hensley  
EXECUTIVE VICE-PRESIDENT/  
CHIEF OPERATING OFFICER

APPROVED AS TO FORM:

[Signature]  
County Attorney

S. Craig Brown  
City Attorney

[Signature]  
University Counsel