

This agreement, made this _____ day of _____, 2019, by and between THE COUNTY OF ALBEMARLE, a political subdivision of the Commonwealth of Virginia, ("Albemarle"); THE COUNTY OF GREENE, a political subdivision of the Commonwealth of Virginia ("Greene"); and THE CITY OF CHARLOTTESVILLE, a political subdivision of the Commonwealth of Virginia ("Charlottesville").

WITNESSETH:

WHEREAS, Albemarle, Greene, and Charlottesville are all located in the 16th Judicial Circuit of the Commonwealth and are served by the circuit courts thereof; and

WHEREAS, by formal action of the State of Virginia, the Honorable Claude Worrell has been appointed to serve the 16th Judicial Circuit. He is expected to devote 40% of his time to Albemarle, 40% to Greene, and 20% to Charlottesville, generally resulting in 2 days, 2 days and 1 day each week, respectively; and

WHEREAS, Albemarle, Greene, and Charlottesville have determined that Judge Worrell needs a legal services assistant and that it is lawful and appropriate that they provide for such assistance for Judge Worrell; and

WHEREAS, the costs for a legal services assistance include salary and benefits, and any necessary administrative support to the judge and the legal assistant, for an estimated yearly total cost of \$80,000; and

WHEREAS, based upon the existing caseload, it has been determined that it is most efficient that Judge Worrell have his principal office in Charlottesville; and

WHEREAS, Albemarle, Greene and Charlottesville have determined that, based upon the time and resources spent in each jurisdiction, the localities agree to contribute a pro rata portion of the cost of providing a legal assistant as follows: Albemarle 40%; Greene 40%; City of Charlottesville 20%.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth hereinafter, and pursuant to the provisions of Virginia Code Section 15.2-1300, *et seq.*, the localities hereby agree as follows:

- (1) All references to Judge Worrell are presumed to apply also to any successor in office, meaning a judge who replaces Judge Worrell in largely the same duties and for the same localities.
- (2) Albemarle agrees to provide a legal services assistant for Judge Worrell, providing him with salary and benefits, and any necessary administrative support to the judge and the legal services assistant (collectively, "Legal Assistance"). Legal Assistance may be provided in any manner that Judge Worrell and Albemarle agree.
- (3) Greene agrees to pay Albemarle 40% of the cost of providing Legal Assistance.
- (4) Charlottesville agrees to pay Albemarle 20% of the cost of providing Legal Assistance.
- (5) Until a planned renovation makes available suitable chambers space at Albemarle County Circuit Court ("Courthouse"), Judge Worrell will be provided with chambers in the Levy Opera House, the Jessup House, or another building agreeable to Albemarle, Charlottesville, and Judge Worrell. Upon suitable

chambers space becoming available at the Courthouse, Judge Worrell's chambers will be transferred to the Courthouse.

- (6) Each year, Albemarle shall propose to Greene and Charlottesville, no later than February 1 of each year, a budget that sets forth each's share of the estimated cost of Legal Assistance for the next fiscal year. Thereafter, Albemarle shall bill Greene and Charlottesville for each's share no later than September 30. Greene and Charlottesville shall remit payment to Albemarle on or before January 1.
- (7) This agreement will be effective upon the execution of the final of the 3 localities, and remain in effect until the parties mutually decide to terminate the agreement. One party may elect to unilaterally remove itself from this agreement; notice of unilateral termination must be made not later than June 1, to be effective on the July 1 of the following calendar year. Notice is considered given on the date it is actually received by the office of the chief executive officer of the other localities.
- (8) The obligations set forth herein are subject to all the localities approving an annual appropriation sufficient to cover their respective obligations.

IN WITNESS WHEREOF, Albemarle, Greene, and Charlottesville have executed this agreement as of the dates below.

COUNTY OF ALBEMARLE:

Jeffrey B. Richardson
County Executive

Date

COUNTY OF GREENE:

Mark B. Taylor, Esq.
County Administrator

Date

CITY OF CHARLOTTESVILLE:

Dr. Tarron J. Richardson
City Manager

Date