

**Central Virginia Regional Jail Authority
Resolutions and Agreement**



Approved and Adopted on April 9, 2009

AMENDED AND RESTATED
REGIONAL JAIL AGREEMENT

April 2009

1. **ALLOCATION FORMULA:** The average prisoners per day for each Participating Jurisdiction for the preceding three fiscal years, divided by the total average prisoners per day of all the Participating Jurisdictions for the same period of time.
2. **INVOICE DATES CAPITAL & OPERATIONAL COST:** The Authority shall submit invoices to each Participating Jurisdiction by each December 1, March 1, June 1 and September 1 for payment in advance of each Participating Jurisdiction's share of the cost of Capital Improvements and Operational/Maintenance costs based on the Allocation Formula.
3. **UNPAID AMOUNT RATE:** If Capital Costs and/or Operational/Maintenance cost are not paid by the due dates of January 1, April 1, July 1 and October 1 as applicable, the Participating Jurisdiction is to be liable for interest on the unpaid amount at the rate of 0.75% per month.
4. **DEFAULT RATE:** If not paid within 30 days of their respective due date, in addition to the full amount of the Jurisdiction's share and the Unpaid Amount Rate, the Jurisdiction shall pay an amount equal to the number of days such cost remain due and unpaid multiplied by a rate, which rate shall not be less than 150% (as determined by the Board) multiplied by a fraction, the numerator of which shall be the total costs due (excluding interest) and a denominator of which shall be the total number of actual days for the calendar quarter.
5. **PAYMENTS MADE MORE THAN 30 DAYS LATE:** Such late payments shall be made at the Default Rate to the extent such payments apply to services previously rendered and otherwise at the Unpaid Amount Rate for late payments applicable to services rendered for the remainder of such quarterly period.
6. **A SEPARATE ACCOUNT SHALL BE ESTABLISHED FOR PAYMENTS RECEIVED BY THE AUTHORITY.**
7. **OPERATING RESERVE ACCOUNT:** Equal to 60 days of the Authority's annual Operational/Maintenance budget (excluding debt service.) **SEPARATE ACCOUNT.**
8. **MEDICAL COSTS:** When medical costs for any prisoner(s) shall exceed the annual aggregate budgeted amount for all said prisoner medical costs multiplied by the Allocation Formula, the Participating Jurisdiction shall reimburse the Authority for the excess medical costs (unpaid balances subject to late fees.)
9. **ANNUAL AUDIT:** Due by December 31 of each year. **COPY OF THE AUDIT WILL BE DELIVERED TO THE CEO OF EACH JURISDICTION** promptly upon completion.
10. **REPORTING:** Quarterly, or more frequently, within 45 days following the end of each period, a statement of **REVENUES AND EXPENDITURES** of the Authority, including **UTILIZATION DATA** of the Regional Jail by the

Participating Jurisdictions and other users of the Jail, shall be provided to each Participating Jurisdiction.

11. BUDGET: On or before each **December 31** the Authority shall provide each Participating Jurisdiction the Authority's preliminary estimates of funding needs. On or before each March 15 the final funding amounts will be provided.
12. REVISIONS: The Authority will notify each Jurisdiction within 10 days of any revision to the Capital Improvement or Operational/Maintenance budget by providing copies of such amendments.
13. BUDGETARY INFORMATION: The Superintendent or designee shall develop a procedure acceptable to the Jurisdictions by which budgetary information will be provided to the CEO at a time and in a manner for them to adequately plan for required financial commitments to the Authority. NOTICE WILL BE PROVIDED upon preparation of the procedure. Each Jurisdiction will have the opportunity to have a PRESENTATION.
14. PRESENT PROPOSED BUDGET: The Jurisdictions shall receive the budget at least TWO WEEKS before the Authority plans to adopt the budget.
15. FIVE YEAR LONG RANGE PLAN: In conjunction with the proposed budget, the Supt/designee will present a 5 year plan to each of the Participating Jurisdictions at a meeting of its governing body. PLAN shall include anticipated capital and maintenance expenses and a schedule for such improvements, and prisoner and available bed projections. Authority shall continually update the PLAN, notify the Jurisdictions and the Participating Jurisdictions have the OPTION of a presentation.
16. UPDATE ON CURRENT/PROSPECTIVE JAIL ISSUES: If the Participating Jurisdictions so desire, the Authority shall direct the Supt/designee to provide an update on current and prospective Jail issues. Notice will be provided upon preparation of the presentation and each Participating Jurisdiction will have the option to have a presentation made.
17. EXCESS FUNDS: May be disbursed or used in accordance with written policy and subject to an agreement related to Obligations.
18. NON-PARTICIPANT RATE: Authority shall set a non-participant rate which shall be due by the 15th of the following month. THESE FUNDS SHALL BE USED FOR RESERVES if approved by the Authority for future capital expenses and the remainder for operation/maintenance costs.

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AMENDED AND RESTATED
REGIONAL JAIL AGREEMENT

THIS AMENDED AND RESTATED REGIONAL JAIL AGREEMENT (this "Agreement"), effective the date of execution by the last party hereto, by and between the Central Virginia Regional Jail Authority (the "Authority"), the County of Orange, Virginia (hereinafter referred to as "Orange"), the County of Louisa, Virginia (hereinafter referred to as "Louisa"), the County of Greene, Virginia (hereinafter referred to as "Greene"), the County of Fluvanna, Virginia (hereinafter referred to as "Fluvanna"), and the County of Madison, Virginia (hereinafter referred to as "Madison"), and the five jurisdictions being hereafter each individually referred to as a "Participating Jurisdiction" and collectively referred to as "Participating Jurisdictions").

RECITALS

WHEREAS, the Participating Jurisdictions previously entered into a Regional Jail Agreement dated February 12, 1988, and amended to permit initial construction of the Regional Jail under a design-build concept (the "Regional Jail Agreement"), providing for their joint participating in a regional jail board (the "Regional Jail Board") pursuant to Article 5, Chapter 3, Title 53.1 of the Code of Virginia of 1950, as amended (the "Code");

WHEREAS, pursuant to Article 3.1, Chapter 3, Title 53.1 of the Code (the "Act"), the Participating Jurisdictions having adopted resolutions creating the Authority;

WHEREAS, the Participating Jurisdictions have approved this Agreement as a preliminary step to the financing and construction of any expansion to the existing Regional Jail facilities, to include the construction of an expansion thereto to provide 200 additional beds, and any necessary improvements to the existing facility to accommodate the additional bed space (the "Project") to the existing regional jail facilities (the "Regional Jail"), and for provision of the Authority's ongoing operation and maintenance of the Regional Jail for the benefit of the Participating Jurisdictions;

WHEREAS, to finance the costs of the Project, the Authority has agreed to issue a combination of its revenue bonds (the "Bonds"), and its revenue notes (the "Notes"), in the total aggregate amount of anticipated construction costs of the proposed expansion of the Regional Jail (the "Project"), in advance of receipt of certain reimbursements (the "Reimbursements") from the Commonwealth of Virginia (the "Commonwealth") for certain costs of the Project which costs are approximately the amount of the Notes, such Notes and Bonds (collectively referred to as the "Obligations") to be secured by the payments of the Participating Jurisdictions pursuant to this Agreement; and

WHEREAS, the Participating Jurisdictions now desire to amend and restate the Regional Jail Agreement by entering into this Agreement with the Authority in connection with the operation of the Regional Jail and the financing of improvements, including the Project, to the Regional Jail;

NOW, THEREFORE, that for and in consideration of the mutual undertakings of the parties to this Agreement, each of the Participating Jurisdictions and the Authority hereby covenant and agree with each other as follows:

1. JOINT PARTICIPATION: TRANSFER OF POWER.

A. Pursuant to the Act, the Participating Jurisdictions agree to participate in a regional jail authority to be known as the CENTRAL VIRGINIA REGIONAL JAIL AUTHORITY.

B. The Authority shall have all powers granted to regional jail authorities under the Act with regard to the Regional Jail and this Agreement. The Authority shall assume all powers, rights, obligations and duties of the existing Regional Jail Board which shall be divested of all power and authority with respect to the Regional Jail upon the Authority's assumption thereof.

C. The Participating Jurisdiction and the existing Regional Jail Board each agree to enter into such arrangements to transfer, assign and convey all or any portion of the Participating Jurisdictions' ownership or the Regional Jail Board's control of the Regional Jail from each of the Participating Jurisdictions and the existing Regional Jail Board to the Authority, as appropriate, and subject to applicable laws.

D. The Authority agrees to operate and maintain the Regional Jail in accordance with all applicable rules, regulations and orders

of any local, state or federal administrative, legislative or judicial body, agency or authority, including the rules and regulations of the Virginia Board of Corrections. Except as may be specifically set forth herein, all policies and procedures for operation of the Regional Jail, currently in force and effect, shall continue upon the assumption by the Authority of the operation of the Regional Jail, and all employees of the Regional Jail shall become employees of the Authority under the same terms of employment, including, but not limited to salaries and benefits, as exist on the date of assumption of the operation of the Regional Jail by the Authority.

2. BOARD; GOVERNANCE.

A. The Authority shall be governed by a Board (the "Board"), and each of the Participating Jurisdictions shall be entitled to representation on the Board as follows:

Two (2) members from Orange County;

Two (2) members from Fluvanna County;

Two (2) members from Greene County;

Two (2) members from Madison County;

Two (2) members from Louisa County; and

One (1) At Large Member

B. The governing body of each Participating Jurisdiction shall appoint its respective members; provided, however, each Participating Jurisdiction shall appoint as one of its members the Sheriff from such

Participating Jurisdiction. The appointments (except for the Sheriff) shall be for such term as each of the Participating Jurisdictions shall determine. Each Participating Jurisdiction shall appoint the Sheriff of the jurisdiction to the Board to a term concurrent with his or her term as Sheriff. The At Large Member of the Board shall be appointed on a rotating yearly basis (July 1st to June 30th) by the Participating Jurisdictions, in accordance with the same procedure for appointment as the existing Regional Jail Board, the appointment for July 1st, 2009 through June 30th, 2010, by Fluvanna County, and thereafter on a yearly basis by Greene County, then Louisa County, then Madison County, then Orange County, and thereafter in the same order. The current representatives of the Participating Jurisdictions to the Regional Jail Board shall be the initial representatives on the Board with the initial terms determined and terminating for purposes of the Board in the same manner as they would have for the Regional Jail Board. Any governing body may remove any member it appoints, except the Sheriff, at any time without cause, and appoint a successor. Appointments to fill vacancies shall be for the unexpired terms. Board members shall serve with such compensation as determined and paid by the Participating Jurisdiction appointing such Board member; provided, however, members may be paid for actual, necessary expenses incurred in carrying out their duties, as determined by the Board in accordance with applicable law.

C. The governing bodies of the respective Participating Jurisdictions may also appoint an alternate member to the Board for each member that is appointed to the Board, except that the Sheriff may appoint his or her own alternate. The term of an alternate member shall be determined by the Sheriff or governing body of the respective Participating Jurisdictions. The same person may be appointed to more than one alternate position, but an alternate may act as an alternate for only one member at a given Board meeting. The governing body or the Sheriff appointing any alternate member may remove such alternate member at any time without cause, and may appoint a successor. Appointments to fill vacancies shall be for the unexpired terms or such other term as the Participating Jurisdiction shall determine. Alternate members may attend all meetings of the Board. However, alternate members shall not be permitted to vote or otherwise participate as members in the meetings unless the member for whom the alternate member has been appointed is absent. If a regular member is not present at a meeting of the Board, the alternate for that member shall have all the voting and other rights of a regular member and shall be counted for purposes of determining a quorum. Alternate members shall serve with such compensation as determined and paid by the Participating Jurisdiction appointing such alternate Board member; provided, however, alternate members may be paid for actual, necessary expenses incurred in carrying out their duties, as determined by the Board in accordance with applicable law.

3. FINANCING OF CAPITAL IMPROVEMENTS.

A. All of the Participating Jurisdictions must agree to any expansion of the Jail, including the Project addressed herein.

B. The Authority hereby agrees to issue the Obligations for the purpose of financing the costs of the design, construction and equipping of the Project and the costs incurred in connection with such financing, such Obligations to be secured by the payments of the Participating Jurisdictions pursuant to this Agreement. The Authority and each Participating Jurisdiction agree that the term "Obligations" may encompass additional Obligations issued by the Authority to refund any prior Obligations or to finance additional construction and improvements to the Regional Jail, the issuance of all Obligations to be subject to the prior approval of the governing body of each Participating Jurisdiction and the applicable terms of this Agreement.

C. The Authority intends to issue the Obligations 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 Participating Jurisdiction agree not to take any action or omit to take any action which would adversely affect such exclusion.

D. Pursuant to Section 15c2-12(b) of regulations issued by the Securities and Exchange Commission (the "Rule"), the Authority shall, and Participating Jurisdictions may, be required to agree with the underwriters of the Obligations, and for the benefit of the owners of the Obligations, to supply certain national municipal securities information repositories for as long as the Obligations are outstanding with certain financial information on an annual basis and notification of certain specified material events affecting the Authority and the Participating Jurisdictions in compliance with such Rule. The requirements of this ongoing disclosure requirement will be set forth in one or more continuing disclosure agreements relating to the issuance of the Obligations. Each of the Participating Jurisdictions agrees to comply with the ongoing disclosure requirements described above to the extent required therein, including, but not limited to, providing the Authority with timely notice of the occurrence of any of the specified events which are material to its operations as set forth in the Rule.

4. DIVISION OF CAPITAL COSTS.

A. For each fiscal year, capital improvement costs of the Regional Jail, including costs of the Project, shall be ratably allocated and paid by each Participating Jurisdiction based on the average prisoners per day for each Participating Jurisdiction for the preceding three fiscal years, divided by the total average prisoners per day of all the Participating Jurisdictions for the same period of time (the "Allocation Formula").

B. In consideration of the continuing Regional Jail services rendered by the Authority, each Participating Jurisdiction agrees to pay to the Authority, in advance of each payment date on the Obligations, costs of capital improvements in amounts sufficient to pay, when due, its respective share of the principal of and interest on the Obligations based upon the Allocation Formula.

C. Commencing upon execution of this Agreement and for any period there are expected to be costs of capital improvements, the Authority shall submit invoices to each Participating Jurisdiction by each December 1, March 1, June 1 and September 1 for payment in advance of each Participating Jurisdiction's share of the costs of capital improvements for each respective succeeding calendar quarter. The amount of such quarterly invoice shall be based upon the Allocation Formula. Each Participating Jurisdiction shall pay to the Authority the amount invoiced by January 1, April 1, July 1 and October 1, as applicable. Subject to Section 15 herein, failure to pay in full any amount by the dates set forth in the immediately preceding sentence shall cause the particular Participating Jurisdiction to be liable for interest on the unpaid amount at a rate of 0.75% per month (the "Unpaid Amount Rate"). If costs of capital improvements due and payable in advance as set forth above are not paid within 30 days of their respective due date, in addition to the full amount of such Participating Jurisdiction's share of the cost of capital improvements for the succeeding

calendar quarter, and the Unpaid Amount Rate, as above described, such Participating Jurisdiction failing to pay agrees to pay an amount equal to the number of days such costs of capital improvements remain due and unpaid multiplied by a rate, which rate shall not be less than 150% (as determined by the Board) multiplied by a fraction, the numerator of which shall be the total costs due and unpaid for such calendar quarter by such Participating Jurisdiction (exclusive of any interest due at the Unpaid Amount Rate) and the denominator of which shall be the total number of actual days for such calendar quarter (the "Default Rate"). In the case of any late payments made more than 30 days after the due date, such late payments shall be paid at the Default Rate to the extent such payments apply to services previously rendered and otherwise at the Unpaid Amount Rate for late payments applicable to services to be rendered for the remainder of such quarterly period. The Participating Jurisdictions understand and agree that the Default Rate is a payment in exchange for services rendered.

D. Each Participating Jurisdiction agrees that, throughout the term of this Agreement, it or its officer charged with the responsibility for preparing such Participating Jurisdiction's annual budget shall include in such Participating Jurisdiction's budget for each fiscal year as a single appropriation the expected amount to be paid for costs of capital improvements under this Section for such fiscal year.

E. The Authority covenants and agrees to apply the payment of costs of capital improvements received from the Participating Jurisdictions under this Section 4 to the payment of principal of and interest on the Obligations, if any, and any costs of capital improvements. Any such payments received by the Authority shall be held in a separate account for the benefit of the Authority and the Participating Jurisdictions.

F. Notwithstanding anything to the contrary herein contained the Authority may appoint, in accordance with Section 53.1-95.8:1 of the Code of Virginia, as its fiscal agent the treasurer or director of finance of one of the Participating Jurisdictions. The treasurer of Madison County, the current fiscal agent for the existing Regional Jail Board, shall be the initial fiscal agent of the Authority, subject to change on an annual basis if the Authority shall deem the same appropriate. The Fiscal Agent shall be reimbursed for expenses incurred in an amount agreed to by the Authority and the Fiscal Agent.

5. DIVISION OF OPERATING AND MAINTENANCE COSTS.

A. For each fiscal year, as required by Section 53.1-112 of the Code of Virginia, and applicable to the Authority pursuant to the provisions of Section 53.1-95.2 of the Code of Virginia, each Participating Jurisdiction shall be responsible for the payment for the operation and maintenance costs of the Regional Jail based on the Allocation Formula. Operational and maintenance costs under this Agreement shall be deemed to include any

deposits required to be made to the Operating Reserve Account created in Section 5.D below.

B. Commencing upon the execution of this Agreement, the Authority shall submit invoices to each Participating Jurisdiction by each December 1, March 1, June 1 and September 1 for payment in advance of each Participating Jurisdiction's share of the operational and maintenance costs of the Authority for each respective succeeding quarter. The amount of such quarterly invoice shall be based upon the Allocation Formula. The Participating Jurisdiction shall pay the amount the invoiced to the Authority by January 1, April 1, July 1 and October 1, as applicable. Subject to Section 15 herein, failure to pay in full any amount by the due date set forth in the immediately preceding sentence shall cause the Participating Jurisdiction to be liable for interest on the unpaid amount at the Unpaid Amount Rate (as defined in Section 4.C. above). If operational and maintenance costs due and payable in advance as set forth are not paid within 30 days of their respective due dates, such Participating Jurisdiction failing to pay agrees to pay an amount equal to the number of days such operational and maintenance costs remain due and unpaid multiplied by the Default Rate (as defined in Section 4.C. above). In the case of any late payments made more than 30 days after the due date, such late payments shall be paid at the Default Rate to the extent such payments apply to services previously rendered and otherwise at

the Unpaid Amount Rate for late payments applicable to services to be rendered for the remainder of such quarterly period.

C. The Authority covenants and agrees to apply the payment it receives from the Participating Jurisdictions under this Section in satisfaction of such costs and expenses. Any such payments received by the Authority shall be held in a separate account for the benefit of the Authority and the Participating Jurisdictions.

D. The Authority agrees to cause to be maintained an "Operating Reserve Account" in an amount equal to not less than 60 days of the Authority's annual operational and maintenance expenses, excluding debt service requirements. Such Operating Reserve Account will be established as a separate account to be held by the Authority and will be used to cover periods of revenue shortfall when the Authority's revenues are not sufficient to cover its actual operational and maintenance expenses. The Operating Reserve Account will be initially funded by the Authority, with no required contributions from any of the Participating Jurisdictions prior to fiscal year 2009-2010. On and after July 1st, 2009, the Operating Reserve Account is to be replenished in accordance with the billing procedures set forth in this Section with contributions from each of the Participating Jurisdictions to be made in accordance with the Allocation Formula.

E. In addition where the medical costs for any prisoner or prisoners, from a Participating Jurisdiction, paid by the Authority in a fiscal

year, shall exceed the annual aggregate budgeted amount for all said prisoner medical costs multiplied by the Allocation Formula, the Participating Jurisdiction shall be required to reimburse the Authority for the excess amount of such medical costs, within thirty (30) days of invoice by the Authority for the excess amount of such medical costs, such Participating Jurisdiction failing to pay agrees to pay an amount equal to the number of days such excess medical costs remain due and unpaid multiplied by the Default Rate (as defined in Section 4.C. above). In the case of any late payments made more than 30 days after the due date, such late payments shall be paid at the Default Rate to the extent such payments apply to medical costs for previously rendered medical services and otherwise at the Unpaid Amount Rate for late payments applicable to excess medical costs paid for the remainder of the fiscal year.

F. Notwithstanding anything to the contrary herein contained the Authority may appoint, in accordance with Section 53.1-95.8:1 of the Code of Virginia, as its fiscal agent the treasurer or director of finance of one of the Participating Jurisdictions. The treasurer of Madison County, the current fiscal agent for the existing Regional Jail Board, shall be the initial fiscal agent of the Authority, subject to change on an annual basis if the Authority shall deem the same appropriate.

6. FISCAL YEAR; BOOKS; AUDIT; BUDGETS; EXCESS AMOUNTS; TUNE-UP.

A. The fiscal year of the Regional Jail shall be the twelve-month period commencing July 1 and ending on the following June 30.

B. The Authority will maintain proper books of record and amount in which proper entries shall be made in accordance with generally accepted accounting principles for governmental bodies, consistently applied, of all of its business and affairs related to the Authority. The Authority shall cause the books and records of account of the Authority to be audited annually by a firm of independent, certified public accountants selected by the Authority, with such audit to be performed and completed by December 31 of each year for the immediately preceding fiscal year. A copy of the auditor's report will be delivered to the chief executive officer of each Participating Jurisdiction promptly upon completion. All books of record and account and documents in the Authority's (or its fiscal agent's) possession relating to the Authority shall at all reasonable times be open to inspection by any agents or employees of the Participating Jurisdictions as they may designate.

C. On a periodic basis, which shall be quarterly or more frequently as the Authority may determine, within 45 days following the end of each such period, the Authority will provide each Participating Jurisdiction with a statement of revenues and expenditures of the Authority for the preceding period, including data on the utilization of the Regional Jail by the Participating Jurisdictions and other users of the Regional Jail.

D. The Authority shall provide to each Participating Jurisdiction on or before each December 31 with such information as is available at the time (certain revenues received from the State not being determined until a later date) the Authority's preliminary estimates of funds that will be due and owing from the Participating Jurisdictions for the next fiscal year and on or before March 15th the final amount of funds that will be due and owing from the Participating Jurisdictions for the next fiscal year. Such final amount that will be due and owing from the Participating Jurisdictions for the upcoming fiscal year shall set forth the capital improvements and operation and maintenance costs for each Participating Jurisdiction. The Authority agrees to set, and revise as needed, the capital improvement and operation and maintenance costs sufficient to generate revenue adequate to pay all expenses and costs of capital improvements, including the Project, and operation and maintenance of the Regional Jail. Within ten (10) days of any revision to the capital improvement and operation and maintenance costs, the Authority shall notify each Participating Jurisdiction of such revision. The Authority shall promptly provide copies of any such amendments to each Participating Jurisdiction.

E. The Authority shall direct the Superintendent or his/her designee to develop a procedure acceptable to the Participating Jurisdictions by which budgetary information will be provided to the chief executive officer of the Participating Jurisdictions at a time and in a manner which enables

the Participating Jurisdictions to adequately plan for the financial commitments required by this Agreement. Notice will be provided upon preparation of the procedure and each Participating Jurisdiction will have the option to have the Superintendent or his/her designee make a presentation.

1. The Authority shall present its proposed budget for the next fiscal year to each of the Participating Jurisdictions at least two weeks prior to the date on which the Authority is scheduled to adopt the budget.

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2. In conjunction with the presentation of the proposed budget for the next fiscal year, the Authority, through its Superintendent or his/her designee, shall prepare and present a 5 year long range plan to each of the Participating Jurisdictions at a meeting of its governing body. The long range plan shall include anticipated capital and maintenance expenses and a schedule for such improvements, and prisoner and available bed projections. The Authority shall continually update said long range plan. Notice will be provided upon preparation of the plan and each Participating Jurisdiction will have the option to have the Superintendent or his/her designee make a presentation.

F. The Authority shall direct the Superintendent or his/her designee to meet with the chief administrative officer of the Participating Jurisdictions, and the governing bodies of those Jurisdictions if they so desire, at intervals acceptable to the Participating Jurisdictions at which

time the Superintendent or his/her designee shall provide the Jurisdictions with an update on current and prospective Jail issues. Notice will be provided upon preparation of the presentation and each Participating Jurisdiction will have the option to have the Superintendent or his/her designee make a presentation.

G. To the extent the Authority accumulates funds in excess of its operational and maintenance needs, such accumulated funds may be disbursed or used only in accordance with the written policy implemented by the Board, subject in all events to any applicable requirements of any agreements relating to the Obligations.

H. If, as the result of a Participating Jurisdiction's failure to provide its payments under Sections 4.B. and 5.A. in a timely fashion, the Authority lacks sufficient funds to pay scheduled debt service on any Obligations, other requirements under any Obligations or any operation and maintenance costs of the Authority, the Authority shall promptly notify the Participating Jurisdictions of the amount of such insufficiency. Upon such notification, each non-defaulting Participating Jurisdiction agrees to pay, subject to the conditions contained in this paragraph F, an amount based on an adjustment of the Allocation Formula such that the non-defaulting Participating Jurisdiction's adjusted share shall be a percentage of the total amount originally due, which percentage shall be determined by a fraction, the numerator of which shall be the amount due and paid from such non-

defaulting Participating Jurisdiction for such period and the denominator of which shall be the aggregate amount due and paid from all non-defaulting Participating Jurisdictions for such period. Upon the defaulting Participating Jurisdiction's payment in full of the deficiency, each non-defaulting Participating Jurisdiction shall be entitled to reimbursement or credit of any amounts paid as the result of a default and adjustment, and all future payments should be readjusted to the pre-default levels. Any such payment under this paragraph H shall be subject to the appropriation of funds by the governing body of each non-defaulting Participating Jurisdiction and shall constitute a moral, non-binding payment obligation. In no event shall the obligation of any non-defaulting Participating Jurisdiction under this paragraph H be deemed to constitute a debt within the meaning of the Constitution of the Commonwealth.

7. WITHDRAWAL; COMMITMENT; DISSOLUTION; ADDITION
OF JURISDICTIONS.

A. In consideration of the significant financial commitment being made by each of the parties hereto, and further in consideration of the reliance each party has reposed in the others as participants in the Authority, for so long as the services of the Authority are rendered, each Participating Jurisdiction agrees that it shall not withdraw from the Authority and this Agreement prior to the payment in full of the Obligations unless (i) such withdrawing Participating Jurisdiction provides written notice

to all parties hereto at least one (1) year prior to the effective date of such withdrawal and signifies its desire to withdraw by resolution or ordinance of its governing body; (ii) all members of the Board unanimously approve; and (iii) such withdrawing Participating Jurisdiction shall have agreed to pay its proportionate share of the capital costs of the Regional Jail financed with the Obligations, such proportionate share to be determined by multiplying the then unpaid principal portion of the Obligations by such withdrawing Participating Jurisdiction's maximum percentage use of total beds for prisoners for any one year in the three fiscal years immediately preceding the effective date of the withdrawal plus such other amounts as shall be sufficient to pay any premium then due or to be due and interest accruing on the withdrawing Participating Jurisdiction's proportionate share of such unpaid principal until the date the Obligations shall be next eligible for redemption.

B. Any withdrawing Participating Jurisdiction shall not be entitled to any reimbursement for prior expenditures for the Project, the Authority or the Regional Jail, including, but not limited to, capital improvements, real estate, and tangible personal property.

C. The Authority shall be required to accept each Participating Jurisdiction's prisoners (or arrange for placement elsewhere) and use its best efforts to keep the Regional Jail full at all times, which includes accepting prisoners from jurisdictions other than the Participating

Jurisdictions although Participating Jurisdictions always receive priority. In the event the Regional Jail is full and is housing a non-Participating Jurisdiction's prisoners, the Authority may remove such prisoners to accommodate the needs of a Participating Jurisdiction. Each Participating Jurisdiction agrees to commit all its adult prisoners to the Regional Jail, except in the event of an emergency requiring incarceration of a prisoner in another facility, or where the Superintendent shall determine that incarceration of the prisoner at the Regional Jail facility shall be inappropriate, by way of example and not limitation, where incarceration of the prisoner at the Regional Jail facility may expose such prisoner, or existing prisoners at the Regional Jail, to a life threatening situation, or if otherwise directed by court order; provided, however, that a Participating Jurisdiction that has been permitted to withdraw from the Authority in accordance with paragraph A above shall no longer be required by this Section to commit its prisoners to the Regional Jail. For purposes of this Agreement, a prisoner is considered to be one who has been (i) duly arrested for committing a criminal offense, or (ii) duly convicted of committing a criminal offense and sentenced to be incarcerated by a court of proper jurisdiction, or (iii) held in civil contempt and sentenced to be incarcerated by a court of proper jurisdiction.

D. The Participating Jurisdictions shall not dissolve the Authority during any period in which any Obligations are outstanding without

providing by way of agreement or through some other arrangement for payment of defeasance of the principal of, premium, if any, and interest then remaining to be paid on the Obligations and any expenses related thereto. Any such agreement or arrangement shall be subject to the appropriation of funds for such purpose by the governing bodies of the Participating Jurisdictions. In the event of dissolution of the Authority, any contribution or conveyance of real property or any interest in real property by any then Participating Jurisdiction to the Authority shall be returned to each such then Participating Jurisdiction in the same proportion as contributed or as near as practicable (original percentage interest of a Participating Jurisdiction in real property contributed to Authority divided by the sum obtained by adding the original percentage interest in real property contributed to the Authority of each of the then remaining Participating Jurisdictions).

E. Any city or county in Virginia may, with the approval of its governing body and with the consent of all the Participating Jurisdictions and the Authority, join and participate in the Authority under such additional terms and conditions for membership as may be prescribed by the Authority or the terms of any documents executed or delivered in connection with the issuance of any Obligations so long as such Obligations are outstanding.

F. Notwithstanding anything to the contrary herein contained, in accordance with and subject to the provisions of Section 53.1-73 of the Code of Virginia, every town within any of the Participating Jurisdictions shall have use of the Regional Jail.

8. SALE OR CONVEYANCE OF REGIONAL JAIL. Except as specifically permitted by a judgment entered into a connection with the Obligations, or as otherwise permitted by this Agreement, the Authority agrees not to sell, lease, sublease, assign, convey or otherwise voluntarily dispose of the Regional Jail or any material interest in the Regional Jail, including bed space, unless (A) the Obligations or any other debt incurred in connection with Regional Jail has been paid or deemed defeased and (B) there is written consent by all Participating Jurisdictions.

9. AUTHORITY OF JAIL SUPERINTENDENT. The Superintendent of the Regional Jail Board shall continue to serve as the Authority's Superintendent for the Regional Jail and shall be entitled to all powers and authority under the Act and specifically those powers and authority set forth in Section 53.1-95.8 of the Code of Virginia. All inmates and prisoners of the Regional Jail shall be subject to the authority of the Superintendent of the Regional Jail, or his designee(s), while on the premises of the Regional Jail or in the custody of the Regional Jail staff.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PARTICIPATING JURISDICTIONS AND AUTHORITY.

A. Each Participating Jurisdiction represents, warrants and covenants as follows:

(1) Each Participating 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.

(2) Each Participating 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.

(3) The execution and delivery of this Agreement by each Participating 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.

(4) No Participating 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.

B. REPRESENTATIONS, WARRANTS AND COVENANTS
OF THE AUTHORITY.

(1) The Authority is an instrumentality exercising public and essential governmental functions to provide for the public safety and welfare of the Commonwealth, duly organized and validly existing under the laws of the Commonwealth and has duly authorized, executed and delivered this Agreement enforceable against the Authority in accordance with the terms.

(2) The Authority 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 the Authority would prevent or materially and adversely affect the Authority's ability to perform the terms of this Agreement.

(3) 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 resolutions crediting the Authority, the bylaws of the Authority or any material indenture, contract or other agreement or arrangements to which the Authority is a party or by which any of its properties are bound, or any applicable law, rule,

regulation, order, judgment, consent or decree by which the Authority is bound.

(4) 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.

(5) Except for approvals that may be required by the Virginia Board of Corrections and any approvals that may be required for reimbursements from the Commonwealth, the Authority does not require the consent or approval of any governmental body to carry out the terms of this Agreement.

11. TRANSPORTATION. Transportation of prisoners of each Participating Jurisdiction, including court appearances, shall be in accordance with the policies and procedures of the existing Regional Jail Board, and as those policies and procedures may be amended by the Authority

12. PERMITS. The Authority will construct the project in accordance with the requirements of all applicable laws, rules, regulations and orders of my local, state or federal administrative, legislative or judicial body, agency or authority, including the rules and regulations of the Virginia Board of Corrections. The Participating 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.

13. INSURANCE. The Authority will maintain hazard, liability or such other insurance as may be required by applicable laws, rules and regulations or which the Authority may deem advisable to protect the interest of the Authority and its Participating Jurisdictions.

14. PAYMENTS FROM OTHER JURISDICTONS. Within the limits allowed by law, the Authority shall establish a non-participant rate for the care, maintenance and subsistence of prisoners from non-participant jurisdictions, including, but not limited to, the Commonwealth, the federal government and the District of Columbia. Such non-participant rate shall be due and payable to the Authority from non-participant jurisdictions having prisoners in the Regional Jail no later than the fifteenth day of the month next following the month in which the charge was incurred and if not paid, when due shall bear interest at the rate of 1% per month until paid; provided, however, that the provision as to interest on late payments shall not apply in instances where state or federal law prescribes some other due date or late payment charge. Revenue received from all sources other than the Participating Jurisdictions and the Reimbursements shall be used (a) for setting aside reserves, if any, determined appropriate by the Authority for future capital expenditures and (b) the balance to pay expenses related to operation and maintenance of the Regional Jail.

15. APPROPRIATIONS: LIMITATIONS OF LIABILITY. The obligation of the Participating Jurisdictions to pay for the design, construction, equipping, operation or maintenance of the Regional Jail or the Project arises only out of this Agreement. No such payment or future responsibility shall constitute a debt of any Participating Jurisdiction within the meaning of any constitutional or statutory limitation, except for payments at the Default Rate. Nothing in this Agreement shall constitute a pledge of the full faith and credit of any Participating Jurisdiction under any provision of its charter, if any, or the Constitution of the Commonwealth.

16. COMMONWEALTH REIMBURSEMENTS. Upon the Authority's or any Participating Jurisdiction's receipt of any Reimbursement from the Commonwealth in respect of the Notes, such amounts shall immediately be applied to the payment of the Notes.

17. DEFAULT BY AUTHORITY.

A. The occurrence of any one or more of the following events will constitute an "Event of Default" by the Authority ("Authority Default"):

(1) failure of the Authority to pay principal of or interest when due on any Obligations or other temporary or permanent financing for the Regional Jail issued or obtained by the Authority pursuant to this Agreement;

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

(3) the Authority makes an assignment of all or a portion of its obligations under this Agreement without the prior consent of the Participating Jurisdictions;

(4) the Authority defaults on any of its material obligations under any agreement pursuant to which the Bonds or other temporary or permanent financing for the Regional Jail is issued or obtained by the Authority pursuant to this Agreement and such default is not cured with the applicable cure period;

(5) any proceeding is instituted, with the consent or acquiescence of the Authority, 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 funds of the Authority; or

(6) 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 of the Participating Jurisdictions.

18. DEFAULT BY PARTICIPATING JURISDICITONS.

(A) The occurrence of any one or more of the following events will constitute an "Event of Default" by any Participating Jurisdiction ("Participating Jurisdiction Default"):

(1) failure of any of the Participating Jurisdictions to make payments based on the Default Rate when due, if applicable;

(2) any of the Participating Jurisdictions shall for any reason be rendered incapable of fulfilling its obligations under this Agreement;

(3) any proceeding is instituted, with the consent or acquiescence of any of the Participating Jurisdictions, for the purpose of effecting a composition between such Participating 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 or under any circumstances payable from the funds of such Participating Jurisdiction; or

(4) any of the Participating Jurisdictions default 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 Participating Jurisdiction by the Authority.

(5) Notwithstanding anything contained in this Section to the contrary, (1) failure by a Participating Jurisdiction to pay when due any payment required to be made under this Agreement (other than payments due at the Default Rate) or (2) failure by a Participating Jurisdiction to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, either of which results from failure of such Participating Jurisdiction to appropriate monies for such purposes shall not constitute a Participating Jurisdiction Default. Upon any such failure to appropriate, the provisions of Section 20.B shall be applicable.

19. REMEDIES OF PARTICIPATING JURISDICTIONS. Upon the occurrence of any Authority Default, any of the Participating Jurisdictions, 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 this Agreement or to enjoin any acts in violation of this Agreement.

20. REMEDIES OF AUTHORITY.

A. Upon the occurrence of a Participating Jurisdiction Default, the Authority, after giving notice of such Participating Jurisdiction Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the defaulting Participating Jurisdiction to perform its duties under this Agreement or to enjoin any acts in violation of this

Agreement. The Authority may also refuse to accept prisoners from such defaulting Participating Jurisdiction until the default has been cured.

B. If by June 15 of any year, the governing body of a Participating Jurisdiction has failed to appropriate monies sufficient for the payment in the following fiscal year of its (i) amounts due pursuant to the provisions of Section 4 and (ii) any other amounts expected to be due pursuant to the provisions of Section 5, the chief executive officer of such Participating Jurisdiction shall give notice to the Authority and any trustee under any indenture of trust governing the applicable Obligations of such failure within five (5) business days thereafter, and if no such appropriation has been made by the following June 30 of such fiscal year, the Authority shall declare due and payable the Participating Jurisdiction's proportionate share of the costs of the Regional Jail financed with Obligations or other indebtedness, such proportionate share of costs to be determined as set forth in Section 4.A. The Authority may also refuse to accept prisoners from any Participating Jurisdiction which fails to appropriate sums sufficient to meet its obligations under this Agreement.

21. EXCLUSIVENESS OF REMEDY. No remedy in this Agreement enforced upon or reserved to any party is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every remedy given under this Agreement or now or hereafter existing at law, in equity or by statute.

22. 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 in the United States mail, post prepaid, 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:

Central Virginia Regional Jail Authority
ATTN: Superintendent
13021 James Madison Highway
Orange, VA 22960
Facsimile: (540) 672-4382
Telephone: (540) 672-3222

with copies to:

Ronald M. Maupin, Esquire
Gardner, Maupin, Sutton & Haney. PC
P. O. Box 129
Spotsylvania, VA 22553
Facsimile: (540) 582-2134
Telephone: (540) 582-6333

If to Orange County:

Orange County Administrator

Orange, VA _____
Facsimile: (540) ____-____
Telephone: (540) ____-____

If to Greene County:

Greene County Administrator

Standardsville, VA _____
Facsimile: () ____-____
Telephone: () ____-____

If to Madison County:

Madison County Administrator

Madison, VA _____

Facsimile: () _____

Telephone: () _____

If to Fluvanna County:

Fluvanna County Administrator

Palmyra, VA _____

Facsimile: (434) _____

Telephone: (434) _____

If to Louisa County:

Louisa County Administrator

Louisa, VA 23093 _____

Facsimile: (540) _____

Telephone: (540) _____

23. TERM. This Agreement shall extend for a term which shall end on the later of thirty-five (35) years from the date first written above or such time as there are no longer Obligations payable under this Agreement, unless earlier terminated by the parties hereto pursuant to the provisions of this Agreement.

24. PRIOR AGREEMENT. This Agreement supersedes the Regional Jail Agreement, as amended, which shall be of no further effect upon the execution of this Agreement by all of the parties hereto.

25. SEVERABILITY. If any part or parts, section or subsection, sentence, clause or phrase of this Agreement is for any reason declared to be

unconstitutional or invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement.

26. COMPLETENESS OF AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all prior negotiations, representations or agreement, either oral or written.

27. AMENDMENT. This Agreement may be amended upon mutual agreement by the Participating Jurisdictions by a written amendment or modification hereto authorized by resolutions of the governing bodies of the Participating Jurisdictions.

28. EFFECTIVE DATE. The Authority shall assume the operation of the Regional Jail in accordance with the terms of this Agreement on the date that this Agreement is executed by the last party hereto.

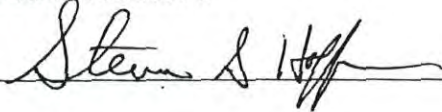
IN WITNESS HEREOF, the parties have caused this Agreement to be duly executed and effective as above set forth by their duly authorized representatives.

*Remainder of page intentionally left blank
Signatures follow*

ATTEST:

CENTRAL VIRGINIA REGIONAL
JAIL AUTHORITY



By:  (SEAL)

*Remainder of page intentionally left blank
Additional Signatures follow*

ATTEST:

Alicia J. Jones

Alicia J. Jones

FLUVANNA COUNTY, VIRGINIA

By: Mary M. Moss (SEAL)
Chairman of Board of Supervisors

By: G. Cabell Johnston, IV (SEAL)
County Administrator

Approved as to form:

Thomas W. Page
County Attorney

***Remainder of page intentionally left blank
Additional Signatures follow***

ATTEST:

Patricia M. Vogt

Patricia M. Vogt

GREENE COUNTY, VIRGINIA

By: [Signature] (SEAL)

Chairman of Board of Supervisors

By: [Signature] (SEAL)

County Administrator

Approved as to form:

[Signature]
County Attorney

***Remainder of page intentionally left blank
Additional Signatures follow***

ATTEST:

MADISON COUNTY, VIRGINIA

Jeffrey S. Fox
Secretary / Board of Superv.

By: *[Signature]* (SEAL)

Chairman of Board of Supervisors

By: *[Signature]* (SEAL)

County Administrator

Approved as to form:

V.B. Shackelford

County Attorney

*Remainder of page intentionally left blank
Additional Signatures follow*

ATTEST:

Brianne Shupe

Amanda J. Reidelbach

LOUISA COUNTY, VIRGINIA

By: [Signature] (SEAL)
Chairman of Board of Supervisors

By: [Signature] (SEAL)
County Administrator

Approved as to form:

[Signature]
County Attorney

ATTEST:

Willie C. Hoff

ORANGE COUNTY, VIRGINIA

By: Lee H. Frame (SEAL)
Chairman of Board of Supervisors

Julius S. Jordan

By: Willie C. Hoff (SEAL)
County Administrator

Approved as to form:

W. E. Paudale
County Attorney

*Remainder of page intentionally left blank
Additional Signatures follow*

RESOLUTION OF THE BOARD OF SUPERVISORS OF FLUVANNA COUNTY, VIRGINIA, REGARDING THE CREATION OF THE CENTRAL VIRGINIA REGIONAL JAIL AUTHORITY AND APPROVING THE AMENDED AND RESTATED REGIONAL JAIL AGREEMENT, THE ISSUANCE OF THE AUTHORITY'S REVENUE OBLIGATIONS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, The Counties of Orange, Greene, Madison, Fluvanna and Louisa, Virginia (collectively, the "Participating Jurisdictions"), have considered the use of a regional jail authority under Chapter 3, Article 3.1 of Title 53.1 (the "Act") of the Code of Virginia, 1950, as amended (the "Code"), for purposes of owning and operating the existing Central Virginia Regional Jail (the "Regional Jail");

WHEREAS, currently, the Participating Jurisdictions jointly own and operate the Regional Jail through a regional jail board (the "Regional Jail Board") under chapter 3, Article 5 of Title 53.1 of the Code, and pursuant to an Agreement, dated as of February 12, 1988, and as amended (the "Agreement") by and between the Participating Jurisdictions;

WHEREAS, the Participating Jurisdictions are planning to make improvements to the existing Regional Jail facilities, including the construction of an expansion thereto to provide 200 additional beds, and any necessary improvements to the existing facility to accommodate the additional bed space (the "Project");

WHEREAS, pursuant to the Act, the Participating Jurisdictions desire to create a regional jail authority (the "Authority") to own and operate the

Regional Jail, and to authorize the Authority to issue its revenue bonds and notes in one or more series (collectively, the "Obligations") to finance the costs of the Project and other related costs and expenses, including any capitalized interest, debt service reserve funds and issuance costs;

WHEREAS, the Participating Jurisdictions further desire to amend and restate the Agreement by entering into an Amended and Restated Regional Jail Agreement (the "Amended and Restated Agreement") with the Authority to assume all powers, rights, duties and obligations of the Regional Jail Board with respect to the Regional Jail, to own and operate the Regional Jail and to provide revenues to secure the payment of the Obligations;

WHEREAS, a portion of the Obligations will additionally be secured by reimbursements for eligible construction costs from the Commonwealth of Virginia; and

WHEREAS, there has been presented to this meeting a draft of the Amended and Restated Agreement, a copy of which is attached hereto as Exhibit A and which shall be filed with the records of each of the Participating Jurisdictions and the Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS (THE "BOARD") OF FLUVANNA COUNTY, VIRGINIA (THE "COUNTY")

1. Together with the Counties of Greene, Madison, Orange and Louisa, the County intends to create the Authority pursuant to the Act to

own, acquire, construct, equip, maintain and operate the Regional Jail and any improvements or expansions thereto and to issue its revenue obligations, including the Obligations, and use the proceeds thereof to finance improvements to the Regional Jail, including the Project.

2. The name of the Authority shall be the "Central Virginia Regional Jail Authority" with its principal office located in Orange County, Virginia, at 13021 James Madison Highway, Orange, VA 22960.

3. Each of the Participating Jurisdictions shall be the initial participating political subdivisions in the Authority, and shall have the following representation on the Authority; the Sheriff of each Participating Jurisdiction, one (1) member appointed by each of the governing bodies of the participating political subdivisions, and one (1) at large member appointed by the Participating Jurisdictions on a rotating annual basis (July 1st through June 30th). There shall be a total of eleven (11) members. The current members of the Regional Jail Board shall be the initial members of the Authority, as follows:

NAMES

ADDRESSES

David S. Haney
Fluvanna County

615 Tepee Town Road
Bremo Bluff, VA 23022

Ryant L. Washington, Sheriff
Fluvanna County

718 Thomas Jefferson Parkway
Palmyra, VA 22602
(P.O. Box 113)

Lee Estes
Greene County

358 Cedar Grove Road
Ruckersville, VA 22968

Scott Haas, Sheriff
Greene County

10005 Spotswood Trail
Standardsville, VA 22973

Willie L. Harper
Louisa County

1426 Chopping Road
Mineral, VA 23117
(P.O. Box 928)

Ashland D. Fortune, Sheriff
Louisa County

1 Woolfolk Avenue
Louisa, VA 23093
(P.O. Box 504)

Steven S. Hoffman
Madison County

70 Restoration Lane
Madison, VA 22727

Erik J. Weaver, Sheriff
Madison County

115 Church Street
Madison, VA 22727
(P.O. Box 322)

Lee Frame (at Large)
Orange County

103 Woodland Trail
Locust Grove, VA 22508

Robert J. Schwartz
Orange County

309 Harrison Circle
Locust Grove, VA 22508

Mark Amos, Sheriff
Orange County

11350 Porter Road
Orange, VA 22960
(P.O. Box 445)

The terms of office of the members, other than the aforesaid Sheriffs, shall be for such terms as determined by the Participating Jurisdiction appointing the member with the initial terms of the initial members of the Authority determined and terminating for purposes of the Authority in the same manner as they would have for the Regional Jail Board. Each individual member shall have one (1) vote on the Authority. The aforesaid Sheriffs and their duly elected successors shall serve on the Authority during their respective terms of office.

4. The Authority shall have all powers and rights under the Act and applicable law.

5. The current preliminary estimate of the capital costs of the Project is TEN MILLION DOLLARS (\$10,000,000.00), and the Project may be financed as provided in the Act. To the extent there are other capital costs, including financing proposal costs, the County finds that inclusion of such information in this Resolution is impracticable.

6. The County hereby consents to the issuance of the Obligations in the aggregate principal amount necessary to finance the costs of the Project and other related costs and expenses, including any capitalized interest, debt service reserve funds and issuance costs.

7. The Obligations will be SECURED BY THE Amended and Restated Agreement and, as to a portion of the Obligations, a pledge by the Authority of reimbursements from the Commonwealth of Virginia for eligible construction costs of the Project.

8. The Chairman of the Board and County Administrator are each hereby authorized and directed to execute and deliver the Amended and Restated Agreement and such other documents as are necessary to finance the costs of the Project. Any other designated County official is hereby similarly authorized and directed to execute and deliver such other documents.

9. The County authorizes the Authority to take all necessary steps and actions toward its organization, including, but not limited to, conducting any organizational meeting.

10. All other acts of the officers of the County, heretofore or hereafter taken, that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Obligations by the Authority, the execution and delivery on the Amended and Restate Agreement by the Participating Jurisdictions and the Authority and the undertaking of the Project, are hereby approved, ratified and confirmed.

11. Nothing in this Resolution or in the Amended and Restated Agreement is or shall be deemed to be a lending of the credit of the County or other Participating Jurisdictions to the Authority or to any holder of any of the Obligations or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County or the other Participating Jurisdictions.

12. For the purposes of Section 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended, the County irrevocably agrees that the amount of the Authority's revenue obligations, including the Obligations (but only such revenue obligations the interest on which, when issued, is intended to be excludable from gross income for federal income tax purposes), shall be allocated to each Participating Jurisdiction for the calendar year in which the Authority's revenue obligations are issued in the same proportion that the

repayment obligation of each Participating Jurisdiction is determined under the Amended and Restated Agreement with respect to such revenue obligations.

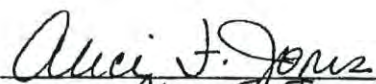
13. This Resolution shall take effect immediately.

The members of the Board of Supervisors of Fluvanna County, Virginia, voted as follows on the adoption of this Resolution on this 19th day of November, 2008.

<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstentions</u>
Allbaugh			
Booker			
Gooch			
Moss			
Ott			
Weaver			


Name: Marvin F. Moss
Title: Chairman

ATTEST:


Name: Alice F. Jones
Title: Clerk, Board of Supervisors

RESOLUTION OF THE BOARD OF SUPERVISORS OF GREENE COUNTY, VIRGINIA, REGARDING THE CREATION OF THE CENTRAL VIRGINIA REGIONAL JAIL AUTHORITY AND APPROVING THE AMENDED AND RESTATED REGIONAL JAIL AGREEMENT, THE ISSUANCE OF THE AUTHORITY'S REVENUE OBLIGATIONS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, The Counties of Orange, Greene, Madison, Fluvanna and Louisa, Virginia (collectively, the "Participating Jurisdictions"), have considered the use of a regional jail authority under Chapter 3, Article 3.1 of Title 53.1 (the "Act") of the Code of Virginia, 1950, as amended (the "Code"), for purposes of owning and operating the existing Central Virginia Regional Jail (the "Regional Jail");

WHEREAS, currently, the Participating Jurisdictions jointly own and operate the Regional Jail through a regional jail board (the "Regional Jail Board") under chapter 3, Article 5 of Title 53.1 of the Code, and pursuant to an Agreement, dated as of February 12, 1988, and as amended (the "Agreement") by and between the Participating Jurisdictions;

WHEREAS, the Participating Jurisdictions are planning to make improvements to the existing Regional Jail facilities, including the construction of an expansion thereto to provide 200 additional beds, and any necessary improvements to the existing facility to accommodate the additional bed space (the "Project");

WHEREAS, pursuant to the Act, the Participating Jurisdictions desire to create a regional jail authority (the "Authority") to own and operate the

Regional Jail, and to authorize the Authority to issue its revenue bonds and notes in one or more series (collectively, the "Obligations") to finance the costs of the Project and other related costs and expenses, including any capitalized interest, debt service reserve funds and issuance costs;

WHEREAS, the Participating Jurisdictions further desire to amend and restate the Agreement by entering into an Amended and Restated Regional Jail Agreement (the "Amended and Restated Agreement") with the Authority to assume all powers, rights, duties and obligations of the Regional Jail Board with respect to the Regional Jail, to own and operate the Regional Jail and to provide revenues to secure the payment of the Obligations;

WHEREAS, a portion of the Obligations will additionally be secured by reimbursements for eligible construction costs from the Commonwealth of Virginia; and

WHEREAS, there has been presented to this meeting a draft of the Amended and Restated Agreement, a copy of which is attached hereto as Exhibit A and which shall be filed with the records of each of the Participating Jurisdictions and the Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS (THE "BOARD") OF GREENE COUNTY, VIRGINIA (THE "COUNTY")

1. Together with the Counties of Orange, Madison, Fluvanna and Louisa, the County intends to create the Authority pursuant to the Act to

own, acquire, construct, equip, maintain and operate the Regional Jail and any improvements or expansions thereto and to issue its revenue obligations, including the Obligations, and use the proceeds thereof to finance improvements to the Regional Jail, including the Project.

2. The name of the Authority shall be the "Central Virginia Regional Jail Authority" with its principal office located in Orange County, Virginia, at 13021 James Madison Highway, Orange, VA 22960.

3. Each of the Participating Jurisdictions shall be the initial participating political subdivisions in the Authority, and shall have the following representation on the Authority; the Sheriff of each Participating Jurisdiction, one (1) member appointed by each of the governing bodies of the participating political subdivisions, and one (1) at large member appointed by the Participating Jurisdictions on a rotating annual basis (july 1st through June 30th). There shall be a total of eleven (11) members. The current members of the Regional Jail Board shall be the initial members of the Authority, as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
David S. Haney Fluvanna County	615 Tepee Town Road Bremo Bluff, VA 23022
Ryant L. Washington, Sheriff Fluvanna County	718 Thomas Jefferson Parkway Palmyra, VA 22602 (P.O. Box 113)
Lee Estes Greene County	358 Cedar Grove Road Ruckersville, VA 22968

Scott Haas, Sheriff
Greene County

10005 Spotswood Trail
Stanardsville, VA 22973

Willie L. Harper
Louisa County

1426 Chopping Road
Mineral, VA 23117
(P.O. Box 928)

Ashland D. Fortune, Sheriff
Louisa County

1 Woolfolk Avenue
Louisa, VA 23093
(P.O. Box 504)

Steven S. Hoffman
Madison County

70 Restoration Lane
Madison, VA 22727

Erik J. Weaver, Sheriff
Madison County

115 Church Street
Madison, VA 22727
(P.O. Box 322)

Lee Frame (at Large)
Orange County

103 Woodland Trail
Locust Grove, VA 22508

Robert J. Schwartz
Orange County

309 Harrison Circle
Locust Grove, VA 22508

Mark Amos, Sheriff
Orange County

11350 Porter Road
Orange, VA 22960
(P.O. Box 445)

The terms of office of the members, other than the aforesaid Sheriffs, shall be for such terms as determined by the Participating Jurisdiction appointing the member with the initial terms of the initial members of the Authority determined and terminating for purposes of the Authority in the same manner as they would have for the Regional Jail Board. Each individual member shall have one (1) vote on the Authority. The aforesaid Sheriffs and their duly elected successors shall serve on the Authority during their respective terms of office.

4. The Authority shall have all powers and rights under the Act and applicable law.

5. The current preliminary estimate of the capital costs of the Project is TEN MILLION DOLLARS (\$10,000,000.00), and the Project may be financed as provided in the Act. To the extent there are other capital costs, including financing proposal costs, the County finds that inclusion of such information in this Resolution is impracticable.

6. The County hereby consents to the issuance of the Obligations in the aggregate principal amount necessary to finance the costs of the Project and other related costs and expenses, including any capitalized interest, debt service reserve funds and issuance costs.

7. The Obligations will be SECURED BY THE Amended and Restated Agreement and, as to a portion of the Obligations, a pledge by the Authority of reimbursements from the Commonwealth of Virginia for eligible construction costs of the Project.

8. The Chairman of the Board and County Administrator are each hereby authorized and directed to execute and deliver the Amended and Restated Agreement and such other documents as are necessary to finance the costs of the Project. Any other designated County official is hereby similarly authorized and directed to execute and deliver such other documents.

9. The County authorizes the Authority to take all necessary steps and actions toward its organization, including, but not limited to, conducting any organizational meeting.

10. All other acts of the officers of the County, heretofore or hereafter taken, that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Obligations by the Authority, the execution and delivery on the Amended and Restate Agreement by the Participating Jurisdictions and the Authority and the undertaking of the Project, are hereby approved, ratified and confirmed.

11. Nothing in this Resolution or in the Amended and Restated Agreement is or shall be deemed to be a lending of the credit of the County or other Participating Jurisdictions to the Authority or to any holder of any of the Obligations or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County or the other Participating Jurisdictions.

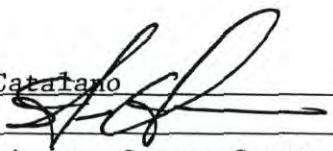
12. For the purposes of Section 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended, the County irrevocably agrees that the amount of the Authority's revenue obligations, including the Obligations (but only such revenue obligations the interest on which, when issued, is intended to be excludable from gross income for federal income tax purposes), shall be allocated to each Participating Jurisdiction for the calendar year in which the Authority's revenue obligations are issued in the same proportion that the

repayment obligation of each Participating Jurisdiction is determined under the Amended and Restated Agreement with respect to such revenue obligations.

13. This Resolution shall take effect immediately.

The members of the Board of Supervisors of Greene County, Virginia, voted as follows on the adoption of this Resolution on this 18th day of November, 2008.

<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstentions</u>
Steve Catalano Clarence Peyton Jeri Allen Carl Schmitt Mike Skeens			

Steve Catalano
Name: 
Title: Chairman, Greene County Board
of Supervisors

ATTEST:


Name: Patti Vogt
Title: Assistant to the County Administrator/
Deputy Clerk of the Board of Supervisors

CHAIRMAN
Eddie Dean
Madison, Virginia

VICE CHAIRMAN
James L. Arrington
Brightwood, Virginia

William L. Crigler
Madison, Virginia

Bob Miller
Madison, Virginia

Clark Powers
Madison, Virginia

Lisa Robertson
COUNTY ADMINISTRATOR

V. R. Shackelford, III
COUNTY ATTORNEY

Madison County Board of Supervisors

302 Thrift Road
P. O. Box 705
Madison, Virginia 22727
(540) 948-6700
FAX 948-3843

RESOLUTION OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, VIRGINIA, REGARDING THE CREATION OF THE CENTRAL VIRGINIA REGIONAL JAIL AUTHORITY AND APPROVING THE AMENDED AND RESTATED REGIONAL JAIL AGREEMENT, THE ISSUANCE OF THE AUTHORITY'S REVENUE OBLIGATIONS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, The Counties of Orange, Greene, Madison, Fluvanna and Louisa, Virginia (collectively, the "Participating Jurisdictions"), have considered the use of a regional jail authority under Chapter 3, Article 3.1 of Title 53.1 (the "Act") of the Code of Virginia, 1950, as amended (the "Code"), for purposes of owning and operating the existing Central Virginia Regional Jail (the "Regional Jail");

WHEREAS, currently, the Participating Jurisdictions jointly own and operate the Regional Jail through a regional jail board (the "Regional Jail Board") under chapter 3, Article 5 of Title 53.1 of the Code, and pursuant to an Agreement, dated as of February 12, 1988, and as amended (the "Agreement") by and between the Participating Jurisdictions;

WHEREAS, the Participating Jurisdictions are planning to make improvements to the existing Regional Jail facilities, including the construction of an expansion thereto to provide 200 additional beds, and any necessary improvements to the existing facility to accommodate the additional bed space (the "Project");

WHEREAS, pursuant to the Act, the Participating Jurisdictions desire to create a regional jail authority (the "Authority") to own and operate the Regional Jail, and to authorize the Authority to issue its revenue bonds and notes in one or more series (collectively, the "Obligations") to finance the costs of the Project and other related costs and expenses, including any capitalized interest, debt service reserve funds and issuance costs;

WHEREAS, the Participating Jurisdictions further desire to amend and restate the Agreement by entering into an Amended and Restated Regional Jail Agreement (the "Amended and Restated Agreement") with the Authority to assume all powers, rights,

duties and obligations of the Regional Jail Board with respect to the Regional Jail, to own and operate the Regional Jail and to provide revenues to secure the payment of the Obligations;

WHEREAS, a portion of the Obligations will additionally be secured by reimbursements for eligible construction costs from the Commonwealth of Virginia; and

WHEREAS, there has been presented to this meeting a draft of the Amended and Restated Agreement, a copy of which is attached hereto as Exhibit A and which shall be filed with the records of each of the Participating Jurisdictions and the Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS (THE "BOARD") OF MADISON COUNTY, VIRGINIA (THE "COUNTY")

1. Together with the Counties of Greene, Orange, Fluvanna and Louisa, the County intends to create the Authority pursuant to the Act to own, acquire, construct, equip, maintain and operate the Regional Jail and any improvements or expansions thereto and to issue its revenue obligations, including the Obligations, and use the proceeds thereof to finance improvements to the Regional Jail, including the Project.

2. The name of the Authority shall be the "Central Virginia Regional Jail Authority" with its principal office located in Orange County, Virginia, at 13021 James Madison Highway, Orange, VA 22960.

3. Each of the Participating Jurisdictions shall be the initial participating political subdivisions in the Authority, and shall have the following representation on the Authority; the Sheriff of each Participating Jurisdiction, one (1) member appointed by each of the governing bodies of the participating political subdivisions, and one (1) at large member appointed by the Participating Jurisdictions on a rotating annual basis (July 1st through June 30th). There shall be a total of eleven (11) members. The current members of the Regional Jail Board shall be the initial members of the Authority, as follows:

NAMES

ADDRESSES

David S. Haney
Fluvanna County

615 Tepee Town Road
Bremo Bluff, VA 23022

Ryant L. Washington, Sheriff
Fluvanna County

718 Thomas Jefferson Parkway
Palmyra, VA 22602
(P.O. Box 113)

Lee Estes
Greene County

358 Cedar Grove Road
Ruckersville, VA 22968

Scott Haas, Sheriff
Greene County

10005 Spotswood Trail
Standardsville, VA 22973

Willie L. Harper
Louisa County

1426 Chopping Road
Mineral, VA 23117
(P.O. Box 928)

Ashland D. Fortune, Sheriff
Louisa County

1 Woolfolk Avenue
Louisa, VA 23093
(P.O. Box 504)

Steven S. Hoffman
Madison County

70 Restoration Lane
Madison, VA 22727

Erik J. Weaver, Sheriff
Madison County

115 Church Street
Madison, VA 22727
(P.O. Box 322)

Lee Frame (at Large)
Orange County

103 Woodland Trail
Locust Grove, VA 22508

Robert J. Schwartz
Orange County

309 Harrison Circle
Locust Grove, VA 22508

Mark Amos, Sheriff
Orange County

11350 Porter Road
Orange, VA 22960
(P.O. Box 445)

The terms of office of the members, other than the aforesaid Sheriffs, shall be for such terms as determined by the Participating Jurisdiction appointing the member with the initial terms of the initial members of the Authority determined and terminating for purposes of the Authority in the same manner as they would have for the Regional Jail Board. Each individual member shall have one (1) vote on the Authority. The aforesaid Sheriffs and their duly elected successors shall serve on the Authority during their respective terms of office.

4. The Authority shall have all powers and rights under the Act and applicable law, and pursuant to the Act.

5. The current preliminary estimate of the capital costs of the Project is TEN MILLION DOLLARS (\$10,000,000.00), and the Project may be financed as provided in the Act. To the extent there are other capital costs, including financing proposal costs, the County finds that inclusion of such information in this Resolution is impracticable.

6. The County hereby consents to the issuance of the Obligations in the aggregate principal amount necessary to finance the costs of the Project and other related costs and expenses, including any capitalized interest, debt service reserve funds and issuance costs.

7. The Obligations will be SECURED BY THE Amended and Restated Agreement and, as to a portion of the Obligations, a pledge by the Authority of reimbursements from the Commonwealth of Virginia for eligible construction costs of the Project.

8. The Chairman of the Board and County Administrator are each hereby authorized and directed to execute and deliver the Amended and Restated Agreement and such other documents as are necessary to finance the costs of the Project. Any other designated County official is hereby similarly authorized and directed to execute and deliver such other documents.

9. The County authorizes the Authority to take all necessary steps and actions toward its organization, including, but not limited to, conducting any organizational meeting.

10. All other acts of the officers of the County, heretofore or hereafter taken, that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Obligations by the Authority, the execution and delivery on the Amended and Restate Agreement by the Participating Jurisdictions and the Authority and the undertaking of the Project, are hereby approved, ratified and confirmed.

11. Nothing in this Resolution or in the Amended and Restated Agreement is or shall be deemed to be a lending of the credit of the County or other Participating Jurisdictions to the Authority or to any holder of any of the Obligations or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County or the other Participating Jurisdictions.

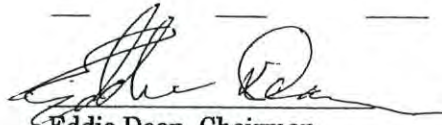
12. For the purposes of Section 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended, the County irrevocably agrees that the amount of the Authority's revenue obligations, including the Obligations (but only such revenue obligations the interest on which, when issued, is intended to be excludable from gross income for federal

income tax purposes), shall be allocated to each Participating Jurisdiction for the calendar year in which the Authority's revenue obligations are issued in the same proportion that the repayment obligation of each Participating Jurisdiction is determined under the Amended and Restated Agreement with respect to such revenue obligations.

13. This Resolution shall take effect immediately.

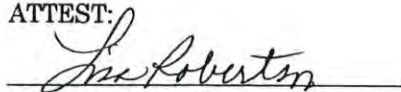
The members of the Board of Supervisors of Madison County, Virginia, voted as follows on the adoption of this Resolution on this 9th day of December, 2008, on motion of James L. Arrington, seconded by William L. Crigler.

	Aye	Nay	Absent	Abstain
Eddie Dean	<u>x</u>	—	—	—
James L. Arrington	<u>x</u>	—	—	—
William L. Crigler	<u>x</u>	—	—	—
Bob Miller	<u>x</u>	—	—	—
Clark Powers	<u>x</u>	—	—	—



Eddie Dean, Chairman,
Madison County Board of Supervisors

ATTEST:



Lisa Robertson, Clerk
Madison County Board of Supervisors



COUNTY OF LOUISA

April 10, 2009

Mr. F. G. Aylor
Superintendent
Central Virginia Regional Jail
13021 James Madison Highway
Orange, Virginia 22960

Re: Central Virginia Regional Jail Authority

Dear Mr. Aylor,

Please find enclosed a resolution regarding the creation of the Central Virginia Regional Jail Authority and the signature page to the Amended and Restated Regional Jail Agreement. The Louisa County Board of Supervisors voted in support of this resolution at their January 5, 2009, meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale G. Mullen", is written over a horizontal line.

Dale G. Mullen
County Administrator

DGM/adlr

Enclosures

**BOARD OF SUPERVISORS
COUNTY OF LOUISA
RESOLUTION**

At a regular meeting of the Board of Supervisors of the County of Louisa held in the Louisa County Office Building at 5:00 p.m. on the 5th day of January 2009, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

<u>PRESENT</u>	<u>VOTE</u>
Willie L. Harper, Chairman	Yes
Willie L. Gentry, Jr., Vice-Chairman	Yes
Fitzgerald A. Barnes	Yes
Daniel W. Byers.....	Yes
Richard A. Havasy	Yes
P.T. Spencer, Jr.....	Yes
Jack T. Wright.....	Yes

On the motion of Mr. Barnes, seconded by Mr. Wright, which carried by a vote of 7-0, the following resolution was adopted:

Resolution Of The Board Of Supervisors Of Louisa County, Virginia, Regarding The
Creation Of The Central Virginia Regional Jail Authority And Approving The Amended
And Restated Regional Jail Agreement, The Issuance Of The Authority's Revenue
Obligations And Other Matters In Connection Therewith

WHEREAS, The Counties of Orange, Greene, Madison, Fluvanna and Louisa, Virginia (collectively, the "Participating Jurisdictions"), have considered the use of a regional jail authority under Chapter 3, Article 3.1 of Title 53.1 (the "Act") of the Code of Virginia, 1950, as amended (the "Code"), for purposes of owning and operating the existing Central Virginia Regional Jail (the "Regional Jail");

WHEREAS, currently, the Participating Jurisdictions jointly own and operate the Regional Jail through a regional jail board (the "Regional Jail Board") under chapter 3, Article 5 of Title 53.1 of the Code, and pursuant to an Agreement, dated as of February 12, 1988, and as amended (the "Agreement") by and between the Participating Jurisdictions;

WHEREAS, the Participating Jurisdictions are planning to make improvements to the existing Regional Jail facilities, including the construction of an expansion thereto to provide 200 additional beds, and any necessary improvements to the existing facility to accommodate the additional bed space (the "Project");

WHEREAS, pursuant to the Act, the Participating Jurisdictions desire to create a regional jail authority (the "Authority") to own and operate the Regional Jail, and to authorize the Authority to issue its revenue bonds and notes in one or more series (collectively, the

"Obligations") to finance the costs of the Project and other related costs and expenses, including any capitalized interest, debt service reserve funds and issuance costs;

WHEREAS, the Participating Jurisdictions further desire to amend and restate the Agreement by entering into an Amended and Restated Regional Jail Agreement (the "Amended and Restated Agreement") with the Authority to assume all powers, rights, duties and obligations of the Regional Jail Board with respect to the Regional Jail, to own and operate the Regional Jail and to provide revenues to secure the payment of the Obligations;

WHEREAS, a portion of the Obligations will additionally be secured by reimbursements for eligible construction costs from the Commonwealth of Virginia; and

WHEREAS, there has been presented to this meeting a draft of the Amended and Restated Agreement, a copy of which is attached hereto as Exhibit A and which shall be filed with the records of each of the Participating Jurisdictions and the Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS (THE "BOARD") OF LOUISA COUNTY, VIRGINIA (THE "COUNTY")

1. Together with the Counties of Greene, Madison, Fluvanna and Orange, the County intends to create the Authority pursuant to the Act to own, acquire, construct, equip, maintain and operate the Regional Jail and any improvements or expansions thereto and to issue its revenue obligations, including the Obligations, and use the proceeds thereof to finance improvements to the Regional Jail, including the Project.

2. The name of the Authority shall be the "Central Virginia Regional Jail Authority" with its principal office located in Orange County, Virginia, at 13021 James Madison Highway, Orange, VA 22960.

3. Each of the Participating Jurisdictions shall be the initial participating political subdivisions in the Authority, and shall have the following representation on the Authority; the Sheriff of each Participating Jurisdiction, one (1) member appointed by each of the governing bodies of the participating political subdivisions, and one (1) at large member appointed by the Participating Jurisdictions on a rotating annual basis (July 1st through June 30th). There shall be a total of eleven (11) members. The current members of the Regional Jail Board shall be the initial members of the Authority, as follows:

NAMES

David S. Haney
Fluvanna County

Ryant L. Washington, Sheriff
Fluvanna County

Lee Estes
Greene County

ADDRESSES

615 Tepee Town Road
Bremo Bluff, VA 23022

718 Thomas Jefferson Parkway
Palmyra, VA 22602
(P.O. Box 113)

358 Cedar Grove Road
Ruckersville, VA 22968

Scott Haas, Sheriff
Greene County

10005 Spotswood Trail
Standardsville, VA 22973

Willie L. Harper
Louisa County

1426 Chopping Road
Mineral, VA 23117
(P.O. Box 928)

Ashland D. Fortune, Sheriff
Louisa County

1 Woolfolk Avenue
Louisa, VA 23093
(P.O. Box 504)

Steven S. Hoffman
Madison County

70 Restoration Lane
Madison, VA 22727

Erik J. Weaver, Sheriff
Madison County

115 Church Street
Madison, VA 22727
(P.O. Box 322)

Lee Frame (at Large)
Orange County

103 Woodland Trail
Locust Grove, VA 22508

Robert J. Schwartz
Orange County

309 Harrison Circle
Locust Grove, VA 22508

Mark Amos, Sheriff
Orange County

11350 Porter Road
Orange, VA 22960
(P.O. Box 445)

The terms of office of the members, other than the aforesaid Sheriffs, shall be for such terms as determined by the Participating Jurisdiction appointing the member with the initial terms of the initial members of the Authority determined and terminating for purposes of the Authority in the same manner as they would have for the Regional Jail Board. Each individual member shall have one (1) vote on the Authority. The aforesaid Sheriffs and their duly elected successors shall serve on the Authority during their respective terms of office.

4. The Authority shall have all powers and rights under the Act and applicable law.

5. The current preliminary estimate of the capital costs of the Project is TEN MILLION DOLLARS (\$10,000,000.00), and the Project may be financed as provided in the Act. To the extent there are other capital costs, including financing proposal costs, the County finds that inclusion of such information in this Resolution is impracticable.

6. The County hereby consents to the issuance of the Obligations in the aggregate principal amount necessary to finance the costs of the Project and other related costs and expenses, including any capitalized interest, debt service reserve funds and issuance costs.

7. The Obligations will be SECURED BY THE Amended and Restated Agreement and, as to a portion of the Obligations, a pledge by the Authority of reimbursements from the Commonwealth of Virginia for eligible construction costs of the Project.

8. The Chairman of the Board and County Administrator are each hereby authorized and directed to execute and deliver the Amended and Restated Agreement and such other documents as are necessary to finance the costs of the Project. Any other designated County official is hereby similarly authorized and directed to execute and deliver such other documents.

9. The County authorizes the Authority to take all necessary steps and actions toward its organization, including, but not limited to, conducting any organizational meeting.

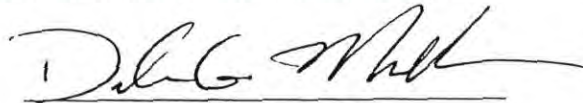
10. All other acts of the officers of the County, heretofore or hereafter taken, that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Obligations by the Authority, the execution and delivery on the Amended and Restate Agreement by the Participating Jurisdictions and the Authority and the undertaking of the Project, are hereby approved, ratified and confirmed.

11. Nothing in this Resolution or in the Amended and Restated Agreement is or shall be deemed to be a lending of the credit of the County or other Participating Jurisdictions to the Authority or to any holder of any of the Obligations or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County or the other Participating Jurisdictions.

12. For the purposes of Section 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended, the County irrevocably agrees that the amount of the Authority's revenue obligations, including the Obligations (but only such revenue obligations the interest on which, when issued, is intended to be excludable from gross income for federal income tax purposes), shall be allocated to each Participating Jurisdiction for the calendar year in which the Authority's revenue obligations are issued in the same proportion that the repayment obligation of each Participating Jurisdiction is determined under the Amended and Restated Agreement with respect to such revenue obligations.

13. This Resolution shall take effect immediately.

A Copy, teste:



Dale G. Mullen, Clerk
Board of Supervisors
Louisa County, Virginia

ORANGE COUNTY, VIRGINIA

BOARD OF SUPERVISORS

R. MARK JOHNSON, DISTRICT ONE
ZACK BURKETT, DISTRICT TWO
S. TEEL GOODWIN, DISTRICT THREE
TERI L. PACE., DISTRICT FOUR
LEE H. FRAME, JR., DISTRICT FIVE

WILLIAM C. ROLFE
COUNTY ADMINISTRATOR



R. LINDSAY GORDON III BUILDING
112 WEST MAIN STREET
P O BOX 111
ORANGE, VIRGINIA 22960
PHONE: (540) 672-3313
FAX: (540) 672-1679

The following resolution was adopted at a regular meeting of the Board of Supervisors of Orange County, Virginia, held in the meeting room at 112 West Main Street, Orange, Virginia on the 15th day of December, 2008:

AUTHORIZE CONVEYANCE OF ORANGE COUNTY PROPERTY TO THE CENTRAL VIRGINIA REGIONAL JAIL AUTHORITY ONCE IT IS CREATED

WHEREAS, the Board of Supervisors of Orange County advertised a public hearing to consider the disposition of Orange County real and personal property, used by the Jail Board for operation of the existing Central Virginia Regional Jail, to the Central Virginia Regional Jail Authority once it has been created; as required by §15.2-1800 VA Code Ann. and other applicable Va. Code provisions, and a public hearing was held on November 25, 2008; and

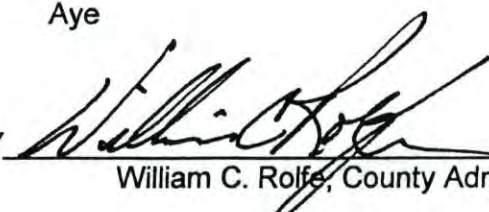
WHEREAS, the Board has by separate motion approved a Resolution Creating the Central Virginia Regional Jail Authority and an Amended and Restated Regional Jail Agreement, which documents authorize the current Central Regional Jail Board to become an authority;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Orange County does hereby authorize conveyance of Orange County real and personal property, used by the Jail Board for operation of the existing Central Virginia Regional Jail, to the Jail Authority once it has been created, and authorizes the County Attorney to prepare the necessary documents and take the steps necessary to make said conveyance.

Votes:

Mr. Johnson:	Aye
Mr. Burkett:	Nay
Mr. Goodwin:	Aye
Ms. Pace:	Nay
Mr. Frame:	Aye

CERTIFIED COPY


William C. Rolfe, County Administrator

ORANGE COUNTY, VIRGINIA

BOARD OF SUPERVISORS

R. MARK JOHNSON, DISTRICT ONE
ZACK BURKETT, DISTRICT TWO
S. TEEL GOODWIN, DISTRICT THREE
TERI L. PACE, DISTRICT FOUR
LEE H. FRAME, JR., DISTRICT FIVE

WILLIAM C. ROLFE
COUNTY ADMINISTRATOR



R. LINDSAY GORDON III BUILDING
112 WEST MAIN STREET
P O BOX 111
ORANGE, VIRGINIA 22960
PHONE: (540) 672-3313
FAX: (540) 672-1679

The following resolution was adopted at a regular meeting of the Board of Supervisors of Orange County, Virginia, held in the meeting room at 112 West Main Street, Orange, Virginia on the 15th day of December, 2008:

APPROVE CREATION OF THE CENTRAL REGIONAL JAIL AUTHORITY AND AMENDED AND RESTATED JAIL AGREEMENT WITH REVISIONS

WHEREAS, the Board of Supervisors of Orange County advertised a public hearing to consider the creation of the Central Virginia Regional Jail Authority ("Jail Authority") and a public hearing was held on November 25, 2008; and

WHEREAS, the Superintendent and Counsel for the Jail Board have advised the Board regarding the need for the Jail Board to become a jail authority;

WHEREAS, the Board has determined that certain revisions should be made to the proposed Amended and Restated Regional Jail Agreement, the Issuance of the Authority's Revenue Obligations and Other Matters in Connection Therewith;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Orange County does hereby approve to approve creation of the Jail Authority in accordance with the attached Resolution of the Board of Supervisors of Orange County, Virginia, Regarding the Creation of the Central Virginia Regional Jail Authority and Approving the Amended and Restated Regional Jail Agreement, the Issuance of the Authority's Revenue Obligations and Other Matters in Connection Therewith, subject to the attached revisions.

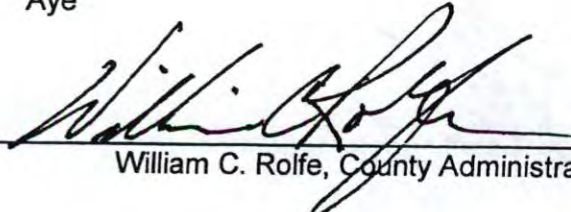
Attachments:

Resolution of the Board of Supervisors of Orange County, Virginia, Regarding the Creation of the Central Virginia Regional Jail Authority Amended and Restated Regional Jail Agreement Revisions as stated.

Votes:

Mr. Johnson:	Aye
Mr. Burkett:	Nay
Mr. Goodwin:	Aye
Ms. Pace:	Nay
Mr. Frame:	Aye

CERTIFIED COPY


William C. Rolfe, County Administrator

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, VIRGINIA, REGARDING THE CREATION OF THE CENTRAL VIRGINIA REGIONAL JAIL AUTHORITY AND APPROVING THE AMENDED AND RESTATED REGIONAL JAIL AGREEMENT, THE ISSUANCE OF THE AUTHORITY'S REVENUE OBLIGATIONS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, The Counties of Orange, Greene, Madison, Fluvanna and Louisa, Virginia (collectively, the "Participating Jurisdictions"), have considered the use of a regional jail authority under Chapter 3, Article 3.1 of Title 53.1 (the "Act") of the Code of Virginia, 1950, as amended (the "Code"), for purposes of owning and operating the existing Central Virginia Regional Jail (the "Regional Jail");

WHEREAS, currently, the Participating Jurisdictions jointly own and operate the Regional Jail through a regional jail board (the "Regional Jail Board") under chapter 3, Article 5 of Title 53.1 of the Code, and pursuant to an Agreement, dated as of February 12, 1988, and as amended (the "Agreement") by and between the Participating Jurisdictions;

WHEREAS, the Participating Jurisdictions are planning to make improvements to the existing Regional Jail facilities, including the construction of an expansion thereto to provide 200 additional beds, and any necessary improvements to the existing facility to accommodate the additional bed space (the "Project");

WHEREAS, pursuant to the Act, the Participating Jurisdictions desire to create a regional jail authority (the "Authority") to own and operate the

Regional Jail, and to authorize the Authority to issue its revenue bonds and notes in one or more series (collectively, the "Obligations") to finance the costs of the Project and other related costs and expenses, including any capitalized interest, debt service reserve funds and issuance costs;

WHEREAS, the Participating Jurisdictions further desire to amend and restate the Agreement by entering into an Amended and Restated Regional Jail Agreement (the "Amended and Restated Agreement") with the Authority to assume all powers, rights, duties and obligations of the Regional Jail Board with respect to the Regional Jail, to own and operate the Regional Jail and to provide revenues to secure the payment of the Obligations;

WHEREAS, a portion of the Obligations will additionally be secured by reimbursements for eligible construction costs from the Commonwealth of Virginia; and

WHEREAS, there has been presented to this meeting a draft of the Amended and Restated Agreement, a copy of which is attached hereto as Exhibit A and which shall be filed with the records of each of the Participating Jurisdictions and the Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS (THE "BOARD") OF ORANGE COUNTY, VIRGINIA (THE "COUNTY")

1. Together with the Counties of Greene, Madison, Fluvanna and Louisa, the County intends to create the Authority pursuant to the Act to

own, acquire, construct, equip, maintain and operate the Regional Jail and any improvements or expansions thereto and to issue its revenue obligations, including the Obligations, and use the proceeds thereof to finance improvements to the Regional Jail, including the Project.

2. The name of the Authority shall be the "Central Virginia Regional Jail Authority" with its principal office located in Orange County, Virginia, at 13021 James Madison Highway, Orange, VA 22960.

3. Each of the Participating Jurisdictions shall be the initial participating political subdivisions in the Authority, and shall have the following representation on the Authority; the Sheriff of each Participating Jurisdiction, one (1) member appointed by each of the governing bodies of the participating political subdivisions, and one (1) at large member appointed by the Participating Jurisdictions on a rotating annual basis (July 1st through June 30th). There shall be a total of eleven (11) members. The current members of the Regional Jail Board shall be the initial members of the Authority, as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
David S. Haney Fluvanna County	615 Teepee Town Road Bremo Bluff, VA 23022
Ryant L. Washington, Sheriff Fluvanna County	718 Thomas Jefferson Parkway Palmyra, VA 22602 (P.O. Box 113)
Lee Estes Greene County	358 Cedar Grove Road Ruckersville, VA 22968

Scott Haas, Sheriff
Greene County

10005 Spotswood Trail
Standardsville, VA 22973

Willie L. Harper
Louisa County

1426 Chopping Road
Mineral, VA 23117
(P.O. Box 928)

Ashland D. Fortune, Sheriff
Louisa County

1 Woolfolk Avenue
Louisa, VA 23093
(P.O. Box 504)

Steven S. Hoffman
Madison County

70 Restoration Lane
Madison, VA 22727

Erik J. Weaver, Sheriff
Madison County

115 Church Street
Madison, VA 22727
(P.O. Box 322)

Lee Frame (at Large)
Orange County

103 Woodland Trail
Locust Grove, VA 22508

Robert J. Schwartz
Orange County

309 Harrison Circle
Locust Grove, VA 22508

Mark Amos, Sheriff
Orange County

11350 Porter Road
Orange, VA 22960
(P.O. Box 445)

The terms of office of the members, other than the aforesaid Sheriffs, shall be for such terms as determined by the Participating Jurisdiction appointing the member with the initial terms of the initial members of the Authority determined and terminating for purposes of the Authority in the same manner as they would have for the Regional Jail Board. Each individual member shall have one (1) vote on the Authority. The aforesaid Sheriffs and their duly elected successors shall serve on the Authority during their respective terms of office.

4. The Authority shall have all powers and rights under the Act and applicable law.

5. The current preliminary estimate of the capital costs of the Project is TEN MILLION DOLLARS (\$10,000,000.00), and the Project may be financed as provided in the Act. To the extent there are other capital costs, including financing proposal costs, the County finds that inclusion of such information in this Resolution is impracticable.

6. The County hereby consents to the issuance of the Obligations in the aggregate principal amount necessary to finance the costs of the Project and other related costs and expenses, including any capitalized interest, debt service reserve funds and issuance costs.

7. The Obligations will be SECURED BY THE Amended and Restated Agreement and, as to a portion of the Obligations, a pledge by the Authority of reimbursements from the Commonwealth of Virginia for eligible construction costs of the Project.

8. The Chairman of the Board and County Administrator are each hereby authorized and directed to execute and deliver the Amended and Restated Agreement and such other documents as are necessary to finance the costs of the Project. Any other designated County official is hereby similarly authorized and directed to execute and deliver such other documents.

9. The County authorizes the Authority to take all necessary steps and actions toward its organization, including, but not limited to, conducting any organizational meeting.

10. All other acts of the officers of the County, heretofore or hereafter taken, that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Obligations by the Authority, the execution and delivery on the Amended and Restate Agreement by the Participating Jurisdictions and the Authority and the undertaking of the Project, are hereby approved, ratified and confirmed.

11. Nothing in this Resolution or in the Amended and Restated Agreement is or shall be deemed to be a lending of the credit of the County or other Participating Jurisdictions to the Authority or to any holder of any of the Obligations or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County or the other Participating Jurisdictions.

12. For the purposes of Section 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended, the County irrevocably agrees that the amount of the Authority's revenue obligations, including the Obligations (but only such revenue obligations the interest on which, when issued, is intended to be excludable from gross income for federal income tax purposes), shall be allocated to each Participating Jurisdiction for the calendar year in which the Authority's revenue obligations are issued in the same proportion that the

repayment obligation of each Participating Jurisdiction is determined under the Amended and Restated Agreement with respect to such revenue obligations.

13. This Resolution shall take effect immediately.

The members of the Board of Supervisors of Orange County, Virginia, voted as follows on the adoption of this Resolution on this _____ day of _____, 2008.

Ayes

Nays

Absent

Abstentions

Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

Resolution #2011-14

RESOLUTION OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, VIRGINIA REGARDING THE EXPANSION OF THE CENTRAL VIRGINIA REGIONAL JAIL

WHEREAS, The Counties of Orange, Greene, Madison, Fluvanna and Louisa, Virginia (collectively, the "Participating Jurisdictions"), operate the Central Virginia Regional Jail (the "Regional Jail") through a Regional Jail Authority, formed pursuant to Chapter 3, Article 5 of Title 53.1 of the Code of Virginia, 1950 as amended, and pursuant to an agreement dated February 12, 1988 and amended on December 9, 2008;

WHEREAS, by Resolution dated December 9, 2008, the Board of Supervisors of Madison County considered plans by the Participating Jurisdictions to make improvements to the existing Regional Jail facilities, including the construction of an expansion thereto to provide 200 additional beds, and any necessary improvements to the existing facility to accommodate the additional bed space (the "Project");

WHEREAS, by Resolution dated December 9, 2008, the preliminary estimate of the capital costs of the Project was Ten Million Dollars (\$10,000,000.00), and the Project is to be financed as provided in Chapter 3, Article 3.1 of Title 53.1 of the Code of Virginia, 1950, as amended (the "Act").

WHEREAS, by Resolution dated December 9, 2008, to the extent there were other capital costs, including financing proposal costs, the County found that inclusion of such information was impractical;

WHEREAS, after consideration of the actual, approved planning study by the Virginia Board of Corrections on July 10, 2011, it has become apparent that the estimate of the capital costs of the Project are Sixteen Million, Nine Hundred and Twenty-Eight Thousand, Three Hundred and Eighty Two Dollars (\$16,928,382.00);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MADISON COUNTY, VIRGINIA

That the revised preliminary estimate of the capital costs of the Project is Sixteen Million, Nine Hundred and Twenty-Eight Thousand, Three Hundred and Eighty Two Dollars (\$16,928,382.00), instead of Ten Million Dollars (\$10,000,000.00) as set forth in paragraph 5 of the Resolution dated December 9, 2008; and, the remaining provisions of that Resolution remain in effect and unchanged.

This Resolution shall take effect immediately.

Adopted on this 13th day of September, 2011, on motion of Supervisor Allen seconded by Supervisor Butler.


James L. Arrington, Chairman
Madison County Board of Supervisors

	Ayes	Nay	Absent	Abstain
James L. Arrington	<u>x</u>	_____	_____	_____
Jerry J. Butler	<u>x</u>	_____	_____	_____
J. Dave Allen	<u>x</u>	_____	_____	_____
Eddie Dean	<u>x</u>	_____	_____	_____
Pete J. Elliott	<u>x</u>	_____	_____	_____

Attest:


Lisa Robertson, County Administrator

**RESOLUTION OF THE BOARD OF SUPERVISORS OF GREENE COUNTY,
VIRGINIA REGARDING THE EXPANSION OF THE CENTRAL VIRGINIA
REGIONAL JAIL**

WHEREAS, The Counties of Orange, Greene, Madison, Fluvanna and Louisa, Virginia (collectively, the "Participating Jurisdictions"), operate the Central Virginia Regional Jail (the "Regional Jail") through a Regional Jail Authority, formed pursuant to Chapter 3, Article 5 of Title 53.1 of the Code of Virginia, 1950 as amended, and pursuant to an agreement dated February 12, 1988 and amended on November 18, 2008;

WHEREAS, by Resolution dated November 18, 2008, the Board of Supervisors of Greene County considered plans by the Participating Jurisdictions to make improvements to the existing Regional Jail facilities, including the construction of an expansion thereto to provide 200 additional beds, and any necessary improvements to the existing facility to accommodate the additional bed space (the "Project");

WHEREAS, by Resolution dated November 18, 2008, the preliminary estimate of the capital costs of the Project was Ten Million Dollars (\$10,000,000.00), and the Project is to be financed as provided in Chapter 3, Article 3.1 of Title 53.1 of the Code of Virginia, 1950, as amended (the "Act").

WHEREAS, by Resolution dated November 18, 2008, to the extent there were other capital costs, including financing proposal costs, the County found that inclusion of such information was impractical;

WHEREAS, after consideration of the actual, approved planning study by the Virginia Board of Corrections on July 10, 2011, it has become apparent that the estimate of the capital costs of the Project are Sixteen Million, Nine Hundred and Twenty-Eight Thousand, Three Hundred and Eighty Two Dollars (\$16,928,382.00);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF GREENE COUNTY, VIRGINIA

That the revised preliminary estimate of the capital costs of the Project is Sixteen Million, Nine Hundred and Twenty-Eight Thousand, Three Hundred and Eighty Two Dollars (\$16,928,382.00), instead of Ten Million Dollars (\$10,000,000.00) as set forth in paragraph 5 of the Resolution dated November 18, 2008; and, the remaining provisions of that Resolution remain in effect and unchanged.

This Resolution shall take effect immediately.

The members of the Board of Supervisors of Greene County, Virginia, voted as follows on the adoption of this Resolution on this 13th day of September, 2011.

<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstentions</u>
Steve Catalano Clarence Peyton Jim Frydl Carl Schmitt Mike Skeens			


Name: Steve Catalano
Title: Chairman, Greene County Board of Supervisors

ATTEST:


Name: Patti Vogt
Title: Deputy Clerk, Greene County Board of Supervisors

ORANGE COUNTY, VIRGINIA

BOARD OF SUPERVISORS

SHANNON C. ABBS, DISTRICT ONE
ZACK BURKETT, DISTRICT TWO
S. TEEL GOODWIN, DISTRICT THREE
GROVER C. WILSON, DISTRICT FOUR
LEE H. FRAME, DISTRICT FIVE

JULIE G. JORDAN
COUNTY ADMINISTRATOR

PHONE: (540) 672-3313
FAX: (540) 672-1679



MAILING ADDRESS:
PO BOX 111
ORANGE, VA 22960

PHYSICAL ADDRESS:
R. LINDSAY GORDON III BUILDING
112 WEST MAIN STREET
P O BOX 111
ORANGE, VIRGINIA 22960

MOTION: BURKETT

SECOND: GOODWIN

**September 27, 2011
Regular Meeting
Res. No. 110927-6A**

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, VIRGINIA, REGARDING THE EXPANSION OF THE CENTRAL VIRGINIA REGIONAL JAIL

WHEREAS, the Counties of Orange, Greene, Madison, Fluvanna and Louisa, Virginia (collectively, the "Participating Jurisdictions"), operate the Central Virginia Regional Jail (the "Regional Jail") through a Regional Jail Authority, formed pursuant to Chapter 3, Article 5 of Title 53.1 VA Code Ann., and pursuant to an agreement dated February 12, 1988, and amended on December 15, 2008;

WHEREAS, by Resolution dated December 15, 2008, the Board of Supervisors of Orange County considered plans by the Participating Jurisdictions to make improvements to the existing Regional Jail facilities, including the construction of an expansion thereto to provide 200 additional beds, and any necessary improvements to the existing facility to accommodate the additional bed space (the "Project");

WHEREAS, by the same Resolution dated December 15, 2008, the County acknowledged that the preliminary estimate of the capital costs of the Project was \$10,000,000.00, and the Project is to be financed as provided in Chapter 3, Article 3.1 of Title 53.1 VA Code Ann. (the "Act").

WHEREAS, by the same Resolution dated December 15, 2008, to the extent there were other capital costs, including financing proposal costs, the County found that inclusion of such information was impractical;

WHEREAS, after consideration of the actual, approved planning study by the Virginia Board of Corrections on July 10, 2011, it has become apparent that the estimate of the capital costs of the Project are \$16,928,382.00;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY, VIRGINIA

That the revised preliminary estimate of the capital costs of the Project is \$16,928,382.00, instead of \$10,000,000.00 as set forth in paragraph 5 of the Resolution dated December 15, 2008; and, the remaining provisions of that Resolution remain in effect and unchanged.

This Resolution shall take effect immediately.

The members of the Board of Supervisors of Orange County, Virginia, voted as follows on the adoption of this Resolution on this 27th day of SEPTEMBER 2011.

Ayes
Abbs
Burkett
Frame
Goodwin
Wilson

Nays
None

Absent
None

Abstentions
None

Julie G. Jordan
Name: Julie G. Jordan
Title: Co. Administrator

ATTEST:

Teresa Lamb
Name: Teresa Lamb
Title: Office Assistant



**BOARD OF SUPERVISORS
COUNTY OF LOUISA
RESOLUTION**

At a regular meeting of the Board of Supervisors of the County of Louisa held in the Louisa County Office Building at 6:00 PM on the 19th day of September 2011, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Willie L. Harper, Mineral District Supervisor
SECONDER:	Richard A. Havasy, Green Springs District Supervisor
AYES:	Barlow, Byers, Gentry Jr., Harper, Havasy
ABSENT:	Fitzgerald A. Barnes, P. T. Spencer Jr.

**A RESOLUTION ENDORSING THE REVISION TO THE PRELIMINARY
ESTIMATE OF THE CAPITAL COST OF THE CENTRAL VIRGINIA
REGIONAL JAIL EXPANSION PROJECT**

WHEREAS, the Counties of Orange, Greene, Madison, Fluvanna, and Louisa, Virginia (collectively, the "Participating Jurisdictions"), operate the Central Virginia Regional Jail (the "Regional Jail") through a Regional Jail Authority, formed pursuant to Chapter 3, Article 5 of Title 53.1 of the Code of Virginia, 1950 as amended, and pursuant to an agreement dated February 12, 1988 and amended on January 5, 2009; and

WHEREAS, by Resolution dated January 5, 2009, the Board of Supervisors of Louisa County considered plans by the Participating Jurisdictions to make improvements to the existing Regional Jail facilities, including the construction of an expansion thereto to provide 200 additional beds, and any necessary improvements to the existing facility to accommodate the additional bed space (the "Project"); and

WHEREAS, by Resolution dated January 5, 2009, the preliminary estimate of the capital costs of the Project was Ten Million Dollars (\$10,000,000), and the Project was to be financed as provided in Chapter 3, Article 3.1 of Title 53.1 of the Code of Virginia, 1950, as amended (the "Act"); and

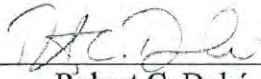
WHEREAS, by Resolution dated January 5, 2009, to the extent there were other capital costs, including financing proposal costs, the County found that inclusion of such information was impractical; and

WHEREAS, after consideration of the actual, approved planning study by the Virginia Board of Corrections on July 10, 2011, it has become apparent that the estimate

of the capital costs of the Project are Sixteen Million, Nine Hundred and Twenty-Eight Thousand, Three Hundred and Eighty Two Dollars (\$16,928,382).

NOW, THEREFORE, BE IT RESOLVED, on this 19th day of September 2011, that the Louisa County Board of Supervisors hereby endorses that the revised preliminary estimate of the capital costs of the Project is Sixteen Million, Nine Hundred and Twenty-Eight Thousand, Three Hundred and Eighty Two Dollars (\$16,928,382), instead of Ten Million Dollars (\$10,000,000) as set forth in paragraph 5 of the Resolution dated December 9, 2008 and that the remaining provisions of that Resolution remain in effect and unchanged.

A Copy, teste:



Robert C. Dubé, Clerk
Board of Supervisors
Louisa County, Virginia

**RESOLUTION OF THE BOARD OF SUPERVISORS OF FLUVANNA COUNTY,
VIRGINIA REGARDING THE EXPANSION OF THE CENTRAL VIRGINIA
REGIONAL JAIL**

WHEREAS, The Counties of Orange, Greene, Madison, Fluvanna and Louisa, Virginia (collectively, the "Participating Jurisdictions"), operate the Central Virginia Regional Jail (the "Regional Jail") through a Regional Jail Authority, formed pursuant to Chapter 3, Article 5 of Title 53.1 of the Code of Virginia, 1950 as amended, and pursuant to an agreement dated February 12, 1988 and amended on November 19, 2008;

WHEREAS, by Resolution dated November 19, 2008, the Board of Supervisors of Fluvanna County considered plans by the Participating Jurisdictions to make improvements to the existing Regional Jail facilities, including the construction of an expansion thereto to provide 200 additional beds, and any necessary improvements to the existing facility to accommodate the additional bed space (the "Project");

WHEREAS, by Resolution dated November 19, 2008, the preliminary estimate of the capital costs of the Project was Ten Million Dollars (\$10,000,000.00), and the Project is to be financed as provided in Chapter 3, Article 3.1 of Title 53.1 of the Code of Virginia, 1950, as amended (the "Act").

WHEREAS, by Resolution dated November 19, 2008, to the extent there were other capital costs, including financing proposal costs, the County found that inclusion of such information was impractical;

WHEREAS, after consideration of the actual, approved planning study by the Virginia Board of Corrections on July 10, 2011, it has become apparent that the estimate of the capital costs of the Project are Sixteen Million, Nine Hundred and Twenty-Eight Thousand, Three Hundred and Eighty Two Dollars (\$16,928,382.00);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FLUVANNA COUNTY, VIRGINIA

That the revised preliminary estimate of the capital costs of the Project is Sixteen Million, Nine Hundred and Twenty-Eight Thousand, Three Hundred and Eighty Two Dollars (\$16,928,382.00), instead of Ten Million Dollars (\$10,000,000.00) as set forth in paragraph 5 of the Resolution dated November 19, 2008; and, the remaining provisions of that Resolution remain in effect and unchanged.

This Resolution shall take effect immediately.

The members of the Board of Supervisors of Fluvanna County, Virginia, voted as follows on the adoption of this Resolution on this 19th day of October, 2011.

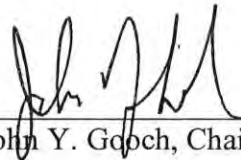
Ayes

Nays

Absent

Abstentions

Booker
Chesser
Fairchild
Gooch
Kenney
Weaver



John Y. Gooch, Chairman

ATTEST:



Mary L. Weaver,
Clerk to the Board of Supervisors