

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ALBEMARLE, VIRGINIA AND
THE SHERIFF OF ALBEMARLE COUNTY

This Memorandum of Understanding (the "Agreement") made and entered into on the ____ day of July, 2008 by and between the County of Albemarle, Virginia (the "County") and the Sheriff of Albemarle County (the "Sheriff");

WHEREAS, the County and the Sheriff desire to enter into an agreement setting forth their understanding with respect to compensation, benefits and personnel policies applicable to the Albemarle County Sheriff's Office;

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. Employee Status. Individuals employed by the Sheriff are, and shall remain, appointees of the Sheriff rather than employees of the County. Nothing in this Agreement shall alter or diminish the Sheriff's duties and rights with respect to his deputies and other employees under the Virginia Code, Title 15.2, Chapter 16. The Sheriff's employees shall not be covered by the County's grievance procedures.

2. Compensation. Employees of the Sheriff will continue to participate in the County's pay plan and merit evaluation program as they have since entering the County's pay plan in 2005. The Sheriff agrees to provide all information and cooperation requested by the County for the purpose of administering compensation and classifying employees.

3. County Personnel System. Without diminishing the Sheriff's authority to appoint, hire or discharge his employees, the Sheriff agrees to follow the County's personnel policies in force during the period of this Agreement that pertain to:

- a) the recruitment and selection of personnel, although the Sheriff shall be the final decisionmaker on the selection of all personnel (currently Policy §P-24);
- b) the administration of salaries and classification of positions, including procedures regarding entrance, promotional and reclassification pay (currently Policy §P-60);
- c) the administration of leave and absences except as otherwise required by law (such as the six-week vacation leave accrual limit imposed by

Va. Code §15.2-1605), including, but not limited to: annual, sick, compensatory, military, emergency, Workers' Compensation, and Family and Medical Leave Act leave (currently Policies §§P-61/62, 80, 82, 83, 84, 85, 87, 88, and 90);

- d) the usage of County vehicles (currently Policy §P-29), as well as any administrative policies and regulations issued by the County Executive concerning equipment, technology and vehicles provided by the County;
- e) the administration of the County's employee recognition program (currently Policy §P-65) and retirement benefits (currently Policy §P-63);
- f) the determination of eligibility for benefits (currently Policy §P-02);
- g) the performance review of employees, except that the Sheriff's employees shall not be subject to a probationary period (currently Policy §P-23); and
- h) fitness for duty evaluations of employees (currently Policy §P-12).

The County agrees to provide assistance and services to the Sheriff concerning the personnel matters referenced in this paragraph through its Department of Human Resources. The Sheriff and County agree to cooperate in matters involving interagency operations and to develop joint protocols for such work as may be needed.

4. Benefits. In addition to the insurance coverage that the County currently provides to the Sheriff's employees, the County agrees to provide accident and health insurance coverage to auxiliary deputies of the Sheriff's Office to protect them in the event of their injury, illness or death in the course of performing auxiliary services, subject to the following conditions:

- a) The Sheriff shall fund the cost of insurance coverage through June 30, 2009. Beginning in fiscal year 2010, the Sheriff shall include the cost of insurance coverage in his operating budget request to the County.
- b) Subject to appropriations by the Albemarle County Board of Supervisors, the County shall pay for the cost of insurance coverage

throughout the term of this Agreement, beginning in fiscal year 2010, provided that the Sheriff: (i) does not increase the number of auxiliary deputy sheriffs above the current number (40) except upon mutual agreement by the County and the Sheriff; (ii) exercises reasonable control and supervision over the auxiliary deputies; and (iii) complies with all applicable legal and Department of Criminal Justice Services requirements concerning auxiliary deputies.

- c) In the event that the Board of Supervisors fails to appropriate funds for the insurance coverage or the Sheriff fails to adhere to the requirements of this paragraph, the County shall be entitled to terminate the insurance coverage upon providing thirty (30) days prior written notice to the Sheriff.

5. Term of Agreement. This Agreement shall take effect upon the full execution of this Agreement by the Sheriff and the County and shall remain in force for the duration of the Sheriff's term in office, unless terminated by either party upon thirty (30) days prior written notice. This Agreement may be amended only upon the written agreement of both the Sheriff and the County.

SHERIFF OF ALBEMARLE COUNTY

By: *J. E. Harding* Date: *June 21, 2008*
J. E. "Chip" Harding

COUNTY OF ALBEMARLE, VIRGINIA

By: _____ Date: _____
Robert W. Tucker, Jr., County Executive

Approved as to Form:

County Attorney