

Memorandum of Agreement
Between
The County of Albemarle, Virginia Board of Supervisors, and
The Thomas Jefferson Soil & Water Conservation District

This Memorandum of Agreement (the “Agreement”) is made and entered into on the ____ day of June, 2023, by and between the County of Albemarle, Virginia Board of Supervisors, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the “County”, and the Thomas Jefferson Soil & Water Conservation District, a political subdivision of the Commonwealth of Virginia organized under Code of Virginia § 10.1-506 et seq., hereinafter referred to as the “TJSWCD” (collectively, the “Parties”).

WHEREAS, the County and TJSWCD share the same basic mission to meet the goals established by the U.S. Environmental Protection Agency and the Virginia Department of Environmental Quality (DEQ) for the Chesapeake Bay Total Maximum Daily Load (TMDL) and TMDLs for local streams as established by DEQ to provide financial and technical assistance to local farmers and residential landowners, stormwater outreach, education, and other activities to fulfill requirements in Municipal Separate Storm Sewer System MS4 permits; and

WHEREAS, since FY 1999 the County has employed and funded a full-time position with benefits including VRS retirement to support the County’s mission stated above (the “Position”); and

WHEREAS, the County-employed Position has been located at, supervised by, and received supplemental salary from the TJSWCD; and

WHEREAS, the County and the TJSWCD both agree to the mutual benefit of, and resolve to establish, an alternative funding arrangement for the Position.

NOW, THEREFORE, in consideration of the covenants and agreements in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows.

Effective July 1, 2023, TJSWCD shall employ the Position with benefits including health, dental and VRS exempt from a probationary period to continue to support the shared mission, and the County will no longer employ the position. TJSWCD will provide starting balances for annual leave and sick leave equivalent to the balance available on the last date of employment by the County, and the County will not pay out any remaining leave. This Agreement shall not be deemed to limit TJSWCD’s authority to terminate an employee from the Position. If the Position becomes vacant for any reason, TJSWCD shall seek to fill the Position in accordance with its standard hiring practices.

Notwithstanding any other provision herein to the contrary, the County shall discontinue the employment of the Position and will not have any further obligation or liability to the Position under this Agreement; provided, however, that for FY 24, the County will issue TJSWCD quarterly payments in the amount of \$21,665.75 for current budgeted Position salary and benefits totaling \$86,663.

Beginning with the development of the FY 25 budget, TJSWCD will submit a funding request annually during the annual budget process to the County for a contribution to continue support for the Position. The County shall contribute any amount duly appropriated for the Position.

The Parties’ obligations pursuant to this Agreement shall be subject to appropriations.

The County or TJSWCD may terminate this Agreement upon thirty (30) days’ notice. Such notice by the County shall be delivered to the TJSWCD’s Executive Director, and such notice by TJSWCD shall be

delivered to the County's County Executive. Upon termination, the Parties shall fulfill any obligations accrued through the termination effective date. By way of example, any employee in the Position at termination shall be compensated for salary and other benefits owed up to the termination date.

County of Albemarle

Thomas Jefferson Soil & Water
Conservation District

By: _____
Signature

By: _____
Signature

Printed/Typed Name

Printed/Typed Name

Title

Title

Date

Date