

Memorandum of Understanding (MOU)
Between
City of Charlottesville and County of Albemarle
For
Administrative / Fiscal Agent Services

This Agreement is entered into by and between the City of Charlottesville, Virginia (“CITY”) and the County of Albemarle, Virginia (“COUNTY”) (together, “Property Owners”), to designate the CITY to act and serve as the Administrative/ Fiscal Agent on behalf of the Property Owners, in matters pertaining to the operation and management of certain real estate jointly owned by the parties.

The real estate that is the subject of this MOU is the property commonly referred to as the Local Health Department Offices, located at 1138 Rose Hill Drive, Charlottesville, Virginia, 22903, consisting of land and improvements identified on City Tax Map 44 as Parcel 302 (“Joint Property”).

A. DESIGNATION OF ADMINISTRATIVE / FISCAL AGENT

1. The Property Owners hereby designate CITY as their Administrative/ Fiscal Agent, and delegate to CITY the power and responsibility to enter into contracts, subcontracts, and other agreements, to receive, expend, and distribute rents, fees and funds, to develop and evaluate procedures for financial and property management, and to hire, organize, and train the staff needed to manage the Joint Property.
2. CITY will be compensated for necessary and reasonable administrative costs for performing the duties of Administrative/ Fiscal Agent, in the amount of two percent (2%) of the COUNTY’s share of adjusted gross rent received for the Joint Property. (“Adjusted Gross Rent” means gross rents, less any property management fee paid to the City for the Joint Property).

B. ADMINISTRATIVE / FISCAL AGENT’S ADMINISTRATIVE REQUIREMENTS

CITY’s administrative responsibilities are general property management and maintenance of the Joint Property, including but not necessarily limited to the following:

1. CITY, through its City Manager and employees authorized by the City Manager, shall serve as the “person lawfully in charge” of the Joint Property, for purposes of Va. Code § 18.2-119.
2. CITY, through its employees, shall serve as property manager for the Joint Property, and shall have authority to perform, contract for and execute or cause to be executed any repairs, maintenance, and other necessary services for the Joint Property, in accordance with an annual budget jointly approved by the Property Owners.
3. CITY and COUNTY shall each retain their individual rights and interests in and to the Lease of the Joint Property to the Health Department.

C. ADMINISTRATIVE / FISCAL AGENT’S REPORTING REQUIREMENT

CITY shall make annual financial reports to the COUNTY each fiscal year regarding the gross rents/ income and costs/ expenses of the Joint Property. These reports shall be made and delivered no later than October 31 to the Albemarle County Executive, at 401 McIntire Road, Charlottesville, Virginia 22902, or to such other recipient and/or address as the COUNTY may specify in writing.

D. OTHER PROVISIONS

1. This Agreement is effective when signed and dated by the duly authorized representatives of the CITY and COUNTY, and performance by each of the parties hereto shall continue from year to year until it is modified or terminated.
2. If either party desires to terminate this Agreement, such party shall give 90 days' advance written notice shall be given to the other.

Owner: County of Albemarle

**Owner and Administrative / Fiscal Agent:
City of Charlottesville**

By: _____
Signature

Typed Name

Title

Date

By: _____
Signature

Typed Name

Title

Date