

Amended Memorandum of Agreement (MOA)
Between
The Thomas Jefferson Planning District Commission (TJPDC)
and
TJPDC Corporation

Purpose:

This purpose of this Memorandum of Agreement (MOA) is to define the relationship between the Thomas Jefferson Planning District Commission (TJPDC), a political subdivision of the Commonwealth, and TJPDC Corporation, a 501(c)(3) non-profit organization, in order to achieve the following objectives:

- Further TJPDC's mission to serve its local governments (City of Charlottesville and the Counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson in Central Virginia) by providing regional vision, collaborative leadership, and professional service to develop effective solutions.
- Further the mission of the TJPDC Corporation, which is to promote regional cooperation and collaboration among government, the private sector, and community organizations to improve the quality of life for citizens in the planning district (City of Charlottesville and Counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson in Central Virginia). The Corporation assists community efforts in the areas of housing, environment, community development, transportation, workforce and economic development, local food, arts, and universal design. It actively supports the work of the Thomas Jefferson Planning District Commission (TJPDC) by broadening the funding base for TJPDC initiatives and acting as an 'implementation arm' for selected projects. The TJPDC Corporation is intended to be tied to the mission and activities of the Thomas Jefferson Planning District Commission (TJPDC).

Role of the Thomas Jefferson Planning District Commission (TJPDC):

- House the TJPDC Corporation within the physical office and organizational structure of the TJPDC.
- Work cooperatively with the TJPDC Corporation to identify projects, partners and funding sources that are appropriate for the non-profit organization.
- Ensure that a Director representing each locality is appointed by the Commission to serve on the TJPDC Corporation Board, including at least four (4) active Commissioners.
- Provide financial record-keeping, including preparing checks, monthly profit and loss statements by program, and balance sheets. Include the financial review of TJPDC Corporation in the engagement for audit services.

Role of TJPDC Corporation:

- TJPDC Corporation will undertake activities that are connected to the mission, purpose, and work products of the TJPDC. Some activities will be based on planning work carried out by the TJPDC and other activities will result from partnerships with one or more programs, organizations, and/or localities in the planning district.
- TJPDC Corporation will utilize TJPDC staff to carry out its work. Staff hours will be tracked by timesheet, with parallel project numbers for both TJPDC and TJPDC Corporation. TJPDC Corporation will pay TJPDC for hours worked on an hourly rate basis to cover salary, fringe benefits, plus the current indirect cost rate as approved by TJPDC's cognizant agent, which is required by GAAP accounting principles for public bodies to cover the costs of office space, equipment, administrative support, and financial reporting.
- TJPDC Corporation will pay TJPDC for costs of copies and postage for its programs. As a related party transaction, TJPDC Corporation will pay TJPDC for copies using rates calculated to represent the actual cost of the copies.
- Maintain an active Board of Directors to provide governance of the TJPDC Corporation. The Board shall include 6 representatives appointed by the TJPDC, with at least four of these being current TJPDC.
- Secure appropriate and adequate insurance prior to commencing services to cover any liability incurred by the

Directors and Officers and volunteers. Provide a certificate of insurance to TJPDC prior to entering into private homes or providing services.

Revenue, Expenses, and Staffing:

As the TJPDC Corporation generates some amount of revenue during its operations, and has expenses of staffing and direct costs, the TJPDC Corporation and TJPDC agree to the following:

- The TJPDC Corporation will pay direct costs out of revenue first, then utilize savings when revenue is depleted.
- The TJPDC will not invoice the TJPDC Corporation for staff time until the amount in the TJPDC Commission's approved annual budget for the Corporation as a program has been exceeded.
- The TJPDC Corporation will pay for staff time out of revenue until that year's revenue has been depleted. The TJPDC will use discretion on providing further staff time through amending the program budget for the remainder of the fiscal year, while still maintaining the core operations of the Corporation.

This agreement shall commence July 1, 2026, and shall continue until amended or terminated by one or both parties, conveyed in writing with 30 days' notice.

ACCEPTED and AGREED to:

Thomas Jefferson Planning District Commission

TJPDC Corporation

Christine Jacobs, Executive Director

Ernie Reed, Chair

Date: _____

Date: _____