

# MEMORANDUM OF UNDERSTANDING FOR ESTABLISHMENT OF JOINT EMPLOYMENT

**THIS MEMORANDUM OF UNDERSTANDING ("MOU")**, is made and entered into this first day of March, 2021, by and between the County of Carroll, Virginia, a political subdivision of the Commonwealth of Virginia (the "**County**") and of the Economic Development Authority of Carroll County, a political subdivision of the Commonwealth of Virginia (the "**EDA**") (collectively the "**Parties**").

## WITNESSETH:

**WHEREAS**, the EDA has been duly formed by action of the governing body of the County for the purpose of promoting economic development within the County and for exercising all powers set forth in the Virginia Industrial Development and Revenue Bond Act, §§ 15.2-4900 *et seq.*; and,

**WHEREAS**, the EDA desires to obtain the services of an individual of its choosing (the "**Employee**") on a part-time basis, to serve as the Executive Director of the EDA pursuant to authority granted under § 15.2-4905 (9) of the Code of Virginia; and

**WHEREAS**, the EDA desires the assistance of the County and the County's human resources department to provide such payroll, worker's compensation coverage, public liability and property insurance, bonds and employee benefits which are generally provided to County employees, including, when applicable, paid leave, health insurance, retirement benefits and unemployment compensation; and,

**WHEREAS**, the parties are legally authorized to enter into a joint employment arrangement, pursuant to Title 15.2, Subtitle II, Chapter 15, Article 2, and pursuant to § 15.2-1515 of the Code of Virginia (1950, as amended) it is necessary for purposes of salary, retirement, and other employee benefits, public liability insurance and bonding that the Employee be considered the employee of only one of the two entities and the parties agree that the County shall be deemed to be the statutory employer; and

**WHEREAS**, the EDA has requested that the County employ the Employee, subject to the County's generally-applicable employment policies, benefits and procedures, and assign to the Employee the duties of acting as the part-time Executive Director of the EDA, and the County is in agreement to do so.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the sufficiency of which the Parties acknowledge, the Parties agree as follows:

### **Section 1 - Performance of Duties**

A. The Employee shall be employed by the County, subject to all generally-applicable County personnel policies as they now exist or as they may be adopted or amended from time to time. The County shall assign to the employee the sole responsibility for acting as the Executive

Director of the EDA. The duties shall include the general administrative functions, financial oversight of the EDA, oversight of EDA capital projects and economic development agreements and formulation of overall economic development strategy. The initial job description for the Employee is attached hereto as Exhibit A. The Employee's job description may be modified from time to time by the County Administrator as needed to reflect current circumstances and needs, in consultation with the EDA.

B. In addition to acting as Executive Director of the EDA, the County may, with the consent of the Employee and the EDA, assign additional duties to the Employee, provided that they are directly related to generating economic development within Carroll County.

C. The joint exercise of duties as set forth in this MOU is governed by §§ 15.2-1513 *et. seq.* of the Code of Virginia.

D. If at any time a conflict or an incompatibility of duties should arise between the Employee's duties as EDA Executive Director and any separate duties assigned by the County, the Parties shall make good faith efforts to remove the conflict or incompatibility of duties. Should these efforts fail and the conflict or incompatibility cannot be resolved, the duties assigned by the County shall be removed from the Employee.

E. The Employee will be employed as an "at-will" employee, without grievance rights, in accordance with Section 15.1 (B)(4) of the County Personnel Manual.

F. As a County employee, the Employee will be subject to the operational oversight of the County Administrator, provided that the EDA Board shall determine the sufficiency and adequacy of the services provided by Employee as EDA Executive Director. Should at any time the EDA Board determine that Employee's services are no longer required by the EDA, the EDA shall notify the County Administrator, who may then determine whether to terminate the employment of the Employee with the County, or reassign the Employee to other duties as the County Administrator and the Employee shall agree. In either event, this Memorandum of Understanding shall terminate and the EDA shall thereafter be free to hire, manage and retain such new employees as otherwise provided by law.

## **Section 2 - Allocation of Expenditures and Costs**

A. The Employee shall receive compensation at the rate of \$30.26 per hour, payable by the County in such increments as other County employees are paid. The County will deduct all applicable payroll taxes and employee benefits in accordance with law and standard County policy. The Employee shall be subject to performance reviews in accordance with the County personnel manual, however, the County Administrator will primarily rely on input given by the EDA Board for purposes of the Employee's performance evaluation. The Employee shall be eligible for such salary increases as the County Administrator may establish, in keeping with general County policy after consultation with the EDA Board.

B. The Employee will be eligible for expense payment or reimbursement for costs incurred in connection with the Employee's official assigned duties in the same manner as other County employees, including but not limited to travel, conferences, training, and professional association memberships.

**Section 3 - Termination of Services of Employee**

A. In the event of termination of the services of the Employee, this MOU shall automatically terminate.

**Section 4 - Miscellaneous Provisions**

A. The text herein shall constitute the entire understanding between the Parties and supersedes any other oral or written agreements, discussions or understandings between the parties.

B. This MOU is subject to the terms and conditions of the Code of Virginia, as amended, and in the event there is any conflict between this MOU and the Code of Virginia, the Code of Virginia shall prevail.

C. If any provision, or any portion thereof, contained in this MOU is held unconstitutional, invalid or unenforceable, the remainder of the MOU or portion thereof, shall not be affected and shall remain in full force and effect.

D. Wherever in this MOU the Code of Virginia is referenced, such reference is to the 1950 Code of Virginia, as amended.

**THE REMAINDER OF THIS PAGE IS BLANK**

**IN WITNESS THEREOF**, the Parties have executed this MOU as follows:

**The Board of Supervisors of Carroll County has caused this MOU to be signed and executed on its behalf by its Chairman:**

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
Chair, Board of Supervisors

Approved as to form:

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
County Attorney

**The Board of the Economic Development Authority of Carroll County has caused this MOU to be executed in its behalf by its Chairman on the date below:**

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
Chair, EDA Board

Approved as to form:

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
EDA Attorney