

Virginia Capitol Foundation and Capitol Square Preservation Council Coordinated Operating Framework

This coordinated operating framework (this “framework”) dated as of September 30, 2016, is by and between the Virginia Capitol Foundation (“VCF”) and the Capitol Square Preservation Council (“CSPC”).

WHEREAS, VCF is a Virginia nonstock corporation organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, including but not limited to supporting the restoration and preservation of Virginia’s historic capitol square, comprising the state capitol building, executive mansion, bell tower, state office buildings and grounds;

WHEREAS, the primary purpose of VCF is to support the work of CSPC;

WHEREAS, CSPC is an entity within the legislative branch charged in § 30-193 - § 30-195 of the Code of Virginia with the inventory, assessment and development of plans and recommendations for the maintenance, preservation and enhancement of the historic integrity of the architectural, historic, archeological, and landscape features of Capitol Square; for the review of projects affecting such resources within the boundaries and scope described in the Code; and for recommending activities to enhance educational and interpretive opportunities;

WHEREAS, in light of their shared and complementary interests, VCF and CSPC have the opportunity to work more closely together to fulfill their respective missions, to advance common goals, and achieve certain economies in activities common to both;

WHEREAS, VCF and CSPC are desirous of entering into this framework to set forth their agreement with respect to certain matters;

NOW THEREFORE, in consideration of the premises and the respective agreements set forth herein, the parties agree as follows:

1. Organizational Structure

The Board of Trustees of VCF (the “Board”) and CSPC shall remain separate and distinct entities, with such committees as each entity shall determine. The Board and CSPC shall meet jointly at least once a year. The Board and CSPC may establish working groups, composed of members from both entities, to address such matters as are appropriate to the missions of both VCF and CSPC, including, without limitation, educational and interpretative projects, community outreach, and other projects.

VCF and CSPC will work together to further refine the items addressed in this framework and to clarify and resolve matters as may not be fully defined in this framework, seeking the input of the clerks of the Virginia House of Delegates and the Senate of Virginia.

2. Coordination of Administration

The Chief Administrative Officer of CSPC shall be hired solely by CSPC and is subject to termination of employment solely by CSPC. CSPC may receive recommendations from VCF for purposes of hiring the Chief Administrative Officer.

The Chief Administrative Officer shall be a state employee whose compensation shall be determined solely by CSPC. As employer of the Chief Administrative Officer, CSPC shall withhold from such person's pay all amounts as required by federal and Virginia income tax laws and other laws and shall issue all federal and Virginia withholding statements to such person.

Commencing October 1, 2016, the duties of the Chief Administrative Officer of CSPC will include performing executive administrative services for VCF. While performing services for VCF, the Chief Administrative Officer may be conferred with any additional job title or titles as deemed necessary by VCF for carrying out the services.

As consideration for the services performed by the Chief Administrative Officer for VCF, VCF shall pay CSPC \$4,167 per month. Such payment shall occur on the first business day of each month. None of these moneys shall supplement, or reimburse CSPC for, the salary of the Chief Administrative Officer nor shall they be deemed or treated as compensation for purposes of any retirement benefit for which the Chief Administrative Officer is eligible. Such payment is for the value of the services provided.

Other employees of CSPC may perform administrative and other services for VCF under a contract or agreement between CSPC and VCF provided that the restrictions and conditions under this paragraph 2 applicable to the Chief Administrative Officer also apply to such other employees. In eight months, VCF and CSPC agree to assess contractual terms entered into pursuant to this framework and any other agreements.

If an employee of CSPC, including the Chief Administrative Officer, is performing services for both CSPC and VCF and such employee in performing his duties receives directions or instructions from such two entities that are in conflict, then the directions or instructions given or provided by CSPC shall prevail.

VCF and CSPC will maintain, to the extent they deem appropriate, their current staffing through December 31, 2016. No later than November 1, 2016, the Chief Administrative Officer of CSPC will assess the staffing levels of both VCF and CSPC and recommend to VCF and CSPC any changes necessary for the efficient operation of the two organizations.

3. Confidentiality and Public Announcements

CSPC and VCF acknowledge the differences in their respective corporate governance and applicability of the laws of the Commonwealth of Virginia to each, including, but not limited to, the Virginia Freedom of Information Act (§ 2.2-3700 - § 2.2-3714). Each entity shall respect the right of the other to solely manage their confidential information. On projects where CSPC and VCF are jointly involved, the parties shall agree in advance as to the contents and timing of any media releases.

4. Coordination of Facilities

As soon as practical, the employees of VCF and CSPC shall share office space leased from the Commonwealth of Virginia. Allocation of the occupancy costs and services provided by the Commonwealth and any outside contractors shall be determined based on a formula negotiated by VCF and CSPC.

5. Separation of Functions

The financial records of the two organizations shall be kept entirely separate.

6. Governing Law

This framework shall be construed in accordance with the laws of the Commonwealth of Virginia.

7. Termination

Either party to this framework may terminate the arrangements contemplated hereby upon the affirmative vote of its governing body after providing six months' written notice to the other party hereto. Such six months' prior notice shall not be required from VCF in the event that CSPC takes action that results in the involuntary termination of the employment of the Chief Administrative Officer, provided that written notice to CSPC shall still be required to terminate this agreement.

In the event of the termination of this agreement, the CSPC shall be guided by the human resource and other policies of the Commonwealth.

IN WITNESS WHEREOF, the parties have caused this joint operating framework to be duly executed as of the date first above written.

VIRGINIA CAPITOL FOUNDATION

By: Janet T. Geldzahler, Chair

CAPITOL SQUARE PRESERVATION COUNCIL

By: David B. Bradley, Chairman