

Memorandum of Understanding
Central Virginia Transportation Authority
Richmond Regional Planning District Commission

This Memorandum of Understanding (MOU) is executed as of July 1, 2022 by and between the Central Virginia Transportation Authority (Authority) and the Richmond Regional Planning District Commission (PlanRVA) and describes the support services provided by PlanRVA to the Authority and the terms by which the Authority will continue to engage PlanRVA for these services.

WHEREAS, PlanRVA provides support services to the Richmond Regional Transportation Planning Organization, also designated as the Richmond Metropolitan Planning Organization, pursuant to a Memorandum of Understanding dated December 31, 1984, which includes administrative and technical staff support to the Metropolitan Planning Organization for the purpose of producing and administering the approved annual work program and other transportation planning services, and therefore PlanRVA has demonstrated capability in providing support services to transportation planning and other regional organizations; and

WHEREAS, the Commissioners of PlanRVA authorized an offer of support services to the Authority by approval of Resolution 21-01 during their August 13, 2020 regular meeting; and

WHEREAS, the Authority accepted this offer of support services in concept during their organizational meeting on August 27, 2020 and directed the members of the Finance Committee to negotiate this MOU; and

WHEREAS, the Authority continued the support services agreement for fiscal year 2022; and

WHEREAS, the Authority requested further support from PlanRVA for fiscal year 2023 and beyond, based on initiation of a new staffing structure and an understanding of required support services for the continued operations and administration of the Authority.

THEREFORE, the Authority will engage PlanRVA to provide support services pursuant to the terms of this MOU, as follows:

TERM

The initial period of support services shall be through June 30, 2027 and shall automatically renew for subsequent five-year terms, unless terminated pursuant to the terms provided herein, At the conclusion of the 4th year of any term, the parties will review the MOU and report on its status within 60 days thereafter concerning renewal. This MOU's term may be modified or amended, subject to the provisions of this MOU.

Deleted: upon mutual agreement by the parties, provided the arrangement remains mutually agreeable

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Either party may terminate this MOU at the end of a fiscal year with at least one hundred eighty (180) days' notice prior to the start of the new fiscal year. If this MOU is terminated in compliance with this provision and other terms of the MOU, both parties agree to cooperate on winding down and severing operations in an amicable manner. PlanRVA shall turn over all records, property or other materials necessary for the effective transition of support staffing to the Authority no later than ninety (90) days following the close of the fiscal year.

SCOPE OF SERVICES

PlanRVA will provide the following support services to the Authority:

1. Executive Director and dedicated support staff
 - a. The Authority shall appoint an Executive Director over whom the Authority shall have sole authority. PlanRVA shall employ or contract with the Executive Director at the direction of the Authority and administer all payroll and benefits for the Executive Director and the Authority shall be responsible for all costs associated with the employment of the Executive Director.
 - b. The Authority shall provide for the ongoing direction, priority setting and annual performance expectations and evaluation of the Executive Director.
 - c. The Executive Director, with the Authority's approval and at its sole cost, shall have the authority to appoint additional support staff for the Authority, who shall be PlanRVA employees and whose payroll and benefits shall be administered by PlanRVA or to request additional staff support from PlanRVA, for which PlanRVA shall be compensated at an agreed upon rate.
 - d. The Executive Director shall have direct control, subject to the oversight of the Authority, of the management of the day-to-day administrative affairs of the Authority. The Executive Director shall propose activities to the Authority and shall carry out policies, programs, and projects approved by the Authority, and shall be responsible for preparing and presenting the annual budget. The Executive Director may not contemporaneously serve as a Member of the Authority.

- e. The Executive Director, on specific authorization by the Authority, shall have the power to sign or countersign on its behalf any agreement or other instrument to be executed by the Authority including checks and vouchers in payment of obligations of the Authority.
 - f. PlanRVA shall provide and administer insurance, credit card, travel, and professional development programs and fees or costs for the benefit of Authority support personnel, however, all costs incurred for such programs or benefits shall be paid by the Authority to PlanRVA , plus a 10% administrative fee.
 - g. To the extent permitted by law, the Authority shall indemnify, hold harmless, and release PlanRVA for or from any claims or losses caused by or associated with the conduct, performance, or negligence of the Authority Executive Director.
 - h. The Authority may contract with consultants and qualified professional contractors and other persons as the Authority determines to be necessary to carry out its duties and responsibilities. Such consultants or contractors may not contemporaneously serve as Members of Authority.
 - i. The Executive Director and other Authority support staff are subject to the PlanRVA personnel policy.
 - j. Compensation and benefits of Authority support staff shall be consistent with PlanRVA compensation and benefits plans and shall be administered as part of PlanRVA payroll system. Any fees associated with payroll and benefits administration of any Authority support staff shall be assessed directly to CVTA.
 - k. Health Insurance and Supplemental Benefits provided according to PlanRVA Health Coverage Plans and Offerings.
 - l. Retirement, Life Insurance and other investment benefits administered according to PlanRVA's participation in the Virginia Retirement System.
2. Administrative and Technical Support services to the Authority including, but not limited to:
- a. Administrative, clerk and support services to the Executive Director and Authority to assure effective meeting planning, preparation and record keeping, consistent with policies of the Authority and the Code of Virginia including, but not limited to:
 - i. Preparation of meeting logistics, coordination of member communications and public notices and record keeping for all regular and special meetings of the Authority and Committees established through the Bylaws or other governing documents
 - ii. Annual reporting, as required or requested, to the General Assembly, Auditor of Public Accounts, Department of Transportation, member jurisdictions.

- b. Technical Support and Planning services to the Executive Director to:
 - i. Fulfill the objectives of regional project prioritization and fund allocation, reporting and analysis.
 - ii. Fulfill the objectives of local revenue distribution monitoring and report review and records maintenance.
 - iii. Fulfill the objectives of transit revenue distribution monitoring and report review and records maintenance.
 - iv. Fulfill any additional planning and coordination objectives as deemed appropriate by the Executive Director to assure effective coordination between the responsibilities of the Richmond Regional Transportation Planning Organization and the Authority.

- c. General Operating and support services necessary to effectively manage the functional responsibilities of the organization including:
 - i. Purchasing activities in compliance with the Virginia Procurement Act and all relevant policies of the Authority
 - ii. Public and media relations, outreach and engagement
 - iii. Compliance related to procurement, records retention, freedom of information, conflict of interest and other related state and federal requirements of public authorities organized under Virginia Code
 - iv. Development of various operating and governance policies and procedures
 - v. Additional Services determined necessary and appropriate by the Executive Director including additional technical assistance, planning, outreach or other support services beyond the scope of this contract and in accordance with a separately negotiated work plan and cost estimate. Funding for these additional services provided by, or coordinated through, PlanRVA will be made available at the direction of the Executive Director and Authority through the annual budget process.
 - vi. Financial management and record keeping of Operating Expenses including reconciliation of expenses charged to the Authority's Operating Accounts, financial reporting and support to the annual audit of internal controls and financial statements
 - vii. Services related to pursuit of federal and state grant opportunities to effectively leverage resources available through the Authority.
 - viii. Shared support services coinvested to maintain coordination and efficiency.

- 3. Facilities, Equipment, Furnishings and supplies, Capital and Digital Assets, and other direct operating expenses including but not limited to:

- a. Office and Meeting Facilities according to square footage required for each employee assigned to CVTA at 80% level or greater and calculation of core/meeting facilities.
- b. Equipment and fixed asset management deemed indistinguishable from equipment and fixed assets maintained by PlanRVA.
 - i. CVTA shall pay for furnishings and equipment for its use.
- c. Website and other digital content development and maintenance.
- d. Direct operating expenses incurred on behalf of the Authority.

ACCOUNTABILITY AND REPORTING

PlanRVA shall maintain records of the services and materials provided to the Authority and charged to it, and those records shall be open to inspection by the Authority at any time during normal working hours of PlanRVA, upon reasonable advance notice by the Authority.

REMUNERATION

The Authority's annual administrative budget and appropriation of funds shall provide adequate funds to be paid to PlanRVA for the proper administration and support services pursuant to this MOU, including but not limited to the employment of the Authority Executive Director and other support staff and services provided or facilitated by PlanRVA.

Annual remuneration paid to PlanRVA shall cover, at a minimum, the total expenditures to be incurred by PlanRVA for the express purpose of supporting the Authority, including:

1. Salaries, benefits, tax payments and other related expenses of personnel identified as necessary for Authority operations, plus a 10% administrative fee.
2. Operating expenses of the Authority incurred by PlanRVA on good faith that reimbursement will be provided, plus a 10% administrative fee.
3. Office space leasing and cost to either maintain or dispose of capital assets, plus a 10% administrative fee.
4. Insurance, travel, and professional development fees or costs for the benefit of Authority support personnel, plus a 10% administrative fee.

Annual compensation schedule may be adjusted based on an agreed upon level of additional support services provided by PlanRVA in a given fiscal year.

AMENDMENT

This MOU may be modified or amended, in writing, subject to the approval of both parties.

IN WITNESS WHEREOF, PlanRVA and the Authority have each approved this MOU and caused this MOU to be executed by their respective duly authorized officers or agents as of the day and year first signed below.

Central Virginia Transportation Authority

By: _____ Date: _____

Name: _____ Position: _____

Richmond Regional Planning District Commission (PlanRVA)

By: _____ Date: _____

Name: Martha Heeter _____ Position: Executive Director _____