

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

This Memorandum of Understanding (MOU) is executed as of July 1, 2020 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 may continue to engage PlanRVA for these services.

WHEREAS, PlanRVA is the Planning District Commission for Planning District 15, comprising the City of Richmond, the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, and the Town of Ashland, established pursuant to the Regional Cooperation Act (Title 15.2, Chapter 42, Sections 15.2-4200, *et seq.* of the *Code of Virginia*, as amended); and,

WHEREAS, PlanRVA provides support services to the Richmond Regional Transportation 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 carrying out the approved annual work program, including administration of Federal and State transportation planning grant funds for the MPO; and,

WHEREAS, the Authority was created by the General Assembly of Virginia as a body politic and as a political subdivision of the Commonwealth, embracing each county, city, and town located in Planning District 15, with authority to administer the distribution of funds from the Central Virginia Transportation Fund for transportation purposes benefitting the localities comprising Planning District 15 and administrative and operating expenses of the Authority, pursuant to § 33.2-3700, *et seq.* of the *Code of Virginia*, as amended; and,

WHEREAS, the Commissioners of PlanRVA authorized an offer of support services to the Authority by approval of Resolution 2021-01 during their August 13, 2020 regular meeting; and

WHEREAS, the Authority accepted this offer of support services during their organizational meeting on August 27, 2020 and directed the members of the Finance Committee to negotiate this MOU via the adoption of Resolution 2021-01; and

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

A. Term, Renewal, and Termination

1. The initial period of support services shall be through June 30, 2021, and shall renew annually on July 1st, subject to review by the Authority and PlanRVA.

2. The Authority or PlanRVA may terminate this MOU at any time with at least ninety (90) days' notice to the other party prior to the start of the new fiscal year with obligation of PlanRVA to turn over all records, property or other materials necessary for the effective transition of support staffing and services to the Authority.
3. This MOU may be amended only by further written agreement of the Authority and PlanRVA. If any provision of this MOU shall be found to be unlawful or incapable of performance or enforcement, the remaining provisions shall remain in effect and this MOU shall be construed so as to carry out the intent of the Authority and PlanRVA as expressed in this MOU, to the extent practicable.

B. Compensation and Approved Expenses

4. The Authority and PlanRVA will agree to a compensation schedule as part of the annual budget process that is informed by review of a general scope of services or work plan for the fiscal year. In Fiscal Year 2021, the total compensation to PlanRVA shall not exceed \$200,000 for general staffing support.
5. Additional operating expenditures of the Authority may be reimbursed to PlanRVA and shall be in accordance with the FY2021 annual budget and approved in recognition of the need for initial expenditure prior to the establishment of Authority accounts. These include, but are not limited to:
 - a. Technology Services, Telecommunications, and Support
 - b. General Legal Counsel
 - c. Special Bond Counsel
 - d. Bank Fees and Investment Services
 - e. Auditing Services
 - f. Financial Advisor Services
 - g. Insurance
 - h. Office Expenses, Supplies, and Postage
 - i. Printing, Copying and Production
 - j. Public Engagement
 - k. Travel
6. The annual amount agreed upon by the Authority and PlanRVA for each fiscal year shall be billed to the Authority by PlanRVA on a quarterly basis for actual support services provided during the period. Each quarterly invoice shall also include the cost of any additional administrative or operating services or materials which are approved by the CVTA and provided by PlanRVA during the period. Invoices should include reasonable description of expenditures and information supporting costs billed.

C. Support Services Available

7. PlanRVA will provide administrative and support services to the Authority including, but not limited to:
 - a. Oversight of all start up activities described in Exhibit 1
 - b. Planning, facilitation, logistics coordination, public notice and record keeping for all regular and special meetings of the Authority and Committees established through the Bylaws and at the direction of the Chair;
 - c. Other administrative responsibilities related to compliance with Virginia Code and operation of a public body;
 - d. Financial management and record keeping, including revenue and expense management, reconciliation of Authority accounts, financial reporting, and support to the annual audit of internal controls and financial statements;
 - e. Completion of programmatic tasks related to the mission and function of the Authority, including but not limited to:
 - i. Regional project prioritization process development and implementation [\(See page 5, footnote 1, below\)](#);
 - ii. Regional Transit Service Governance Structure and Transportation District Evaluation Report;
 - f. Annual reporting, as required or requested, to the General Assembly, Auditor of Public Accounts, Department of Transportation, member jurisdictions.

8. PlanRVA may provide additional technical assistance, planning, outreach or other support services to the Authority 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 Authority through the annual budget process.

D. Accountability and Reporting

9. PlanRVA will provide a quarterly work status report summarizing the major activities undertaken and accomplished during the period including assessment of compliance with key performance indicators identified in Exhibit 2.

10. 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.

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.

Central Virginia Transportation Authority

By: _____

Date: _____

Frank J. Thornton, Chair

Richmond Regional Planning District Commission (PlanRVA)

By: _____

Date: _____

Martha Heeter, Executive Director

Exhibit 1: Deliverables Associated with Startup

The following are a list of expected deliverables for FY2021 and should be completed no later than June 30, 2021 for consideration of satisfactory performance under this agreement unless further direction limits that capability or new priorities are established to supersede these deliverables.

- A. Arrange for general legal counsel support services for the Authority
- B. Arrange for and provide necessary staff resources to the Authority
- C. Convene inaugural meeting of the Authority resulting in established leadership and governance framework including adoption of Bylaws, election of officers, and establishment of standing committees
- D. Establish schedule for meetings of the Technical Advisory Committee, Finance Committee and Authority for the fiscal year
- E. Facilitate negotiation of revenue transfer agreement(s) between the Authority and the Virginia Department of Transportation
- F. Develop revenue validation process with participating localities and process for transfer of funds
- G. Manage process for solicitation of proposals for banking and investments
- H. Establish banking and investment account(s) as directed by the Authority
- I. Develop Financial Management Procedures and internal controls
- J. Manage process for solicitation of proposals for insurance coverage
- K. Coordinate with the Auditor of Public Accounts for arrangement of the FY2021 Annual Financial Audit
- L. Facilitate development of Regional Project Prioritization Process, based upon an objective and quantifiable analysis, in coordination with the CVTA TAC¹
- M. Assure compliance with the enabling legislation to establish the Regional Public Transportation Plan²
- N. Assure compliance with the enabling legislation to develop the Transit Service Governance Report for submission no later than December 1, 2020³
- O. Develop web presence for the CVTA and online access site for meeting materials, public information and resources

¹ PlanRVA will require additional funding to support development of a regional prioritization mechanism if it is not aligned with the priorities of the Richmond Regional Transportation Planning Organization, invoking Section 8 of this MOU; Funding for such activities may be provided through the 35% allocation for Regional Projects

² PlanRVA will coordinate with the Greater Richmond Transit Company who is responsible for developing the Plan in collaboration with the Richmond Regional transportation Planning Organization in conformance with guidelines required by §33.2-286. Funding provided by the Authority to support consultant work on this activity shall be provided through the 15% Transit allocation. PlanRVA costs to support this work shall be funded through the RRTPO.

³ PlanRVA will manage a consultant led project to facilitate the completion of the Report which will be funded through the 15% Transit allocation. PlanRVA costs to support this work will be in addition to the costs outlined in this agreement and funded at the direction of the Authority through the 35% allocation for Regional Projects or the 15% allocation for Transit.

Exhibit 2: Key Performance Indicators

PlanRVA will indicate performance related to the indicators listed below⁴:

Effective Project Management:

- Completion of deliverables identified in Exhibit 1 in timely manner, as established by the Authority for each item
 - o Subject to direction on each item
- Support Services described in this MOU fall within the approved budget and contract amount
 - o All variances addressed and approved prior to commitment of funds

Effective Financial Management:

- Compliance with financial management procedures and internal controls
 - o Achieve a financial audit with no findings or concerns
 - o Timely submission of the FY2021 Annual Audit to the APA
- Delivery of financial activity reports summarizing activity of the total revenues and the operating expenses of the Authority
 - o Submitted on a quarterly basis following close of the quarter
 - o Target of 20% variance of actual expenses to budget
- Submission of quarterly invoices and work status reports in time for inclusion in the Authority meeting materials
 - o October⁵, January, April, and June⁶
- Timely payment of invoices due to vendors
 - o Net 30-day payments
- Timely and accurate transfer of revenues to localities
 - o Target of less than 0.05% error rate
 - o Within 45 days of receipt

Effective Communications with Authority Members, Committee Members, Locality Representatives and the Public

- Timely distribution of complete meeting materials for meetings of the Authority and Committees
 - o Minimum 5 days' notice to members and the public
- Coordination and communication with local government representatives including local legal counsel, financial experts and administrators
 - o Regular communications and coordination of staff resources as needed

⁴ May be further defined or revised by a standing committee or the Authority

⁵ The first quarterly invoice will be submitted at the next meeting following execution of this MOU.

⁶ The fourth quarterly invoice will be submitted to estimate costs through June 30th to follow the meeting deadline.

- Delivery of relevant and useful information regarding the activities of the CVTA to the public and the media through digital and print material
 - o All inquiries treated as FOIA requests and addressed according to the relevant requirements