

AGENDA

CVTA FINANCE COMMITTEE

Wednesday, May 12, 2021
8:30 a.m.

PlanRVA James River Board Room & Zoom Meeting

Members of the public may observe the meeting via YouTube Live Streaming at www.youtube.com/c/PlanRVA. Opportunities for sharing comments are described in the [Public Participation](#) guide on the www.PlanRVA.org website.

Members

- Town of Ashland
- Charles City County
- Chesterfield County
- Goochland County
- Hanover County
- Henrico County
- New Kent County
- Powhatan County
- City of Richmond
- VA House of Delegates
- Senate of VA
- Commonwealth Transportation Board
- VDRPT
- VDOT
- GRTC
- RMTA

WELCOME AND INTRODUCTIONS

(Stoney)

STATEMENT REGARDING VIRTUAL MEETINGS

(Parsons) page 1

ROLL CALL & CERTIFICATION OF A QUORUM

(Stoney)

ADMINISTRATION

1. Consideration of Amendments to the Action Meeting Agenda

(Stoney).....

2. Approval of April 14, 2021 CVTA Finance Committee Action Meeting Minutes

(Stoney)..... page 2

Action Requested

3. Open Public Comment Period

(Stoney/5 minutes).....

4. CVTA Finance Committee Chairman’s Report

(Stoney/10 minutes).....

5. CVTA Activities Report

(Heeter/Parsons/Eure/10 minutes)..... page 5

- a. Financial Activities Report
- b. TAC Update

OLD BUSINESS

- 6. **CVTA Staffing and Support Services- FY2022**
(Heeter/10 minutes)..... page 6
Action Requested: Motion to forward the draft FY 2022 Support Services Memorandum of Understanding (MOU) with recommendation to approve.

- 7. **FY 2022 Spending Plans**
(Parsons/15 minutes)
Discussion Item: Staff will provide an update regarding the review process for Spending Plans.

- 8. **Regional Project Prioritization Update**
(Parsons/15 minutes)
Discussion Item: Staff will provide an update on the regional project prioritization process.

- 9. **CVTA Regional Project Financing**
(Harris/15 minutes) page 15
Discussion Item: Mr. Harris will discuss various options reviewed by the Finance Working Group for regional project financing.

- 10. **Follow Up from April CVTA Meeting and Discussion**
(Stoney/15 minutes)
Discussion Item: Chairman Stoney will facilitate a follow up discussion of the information provided during the April CVTA meeting: Future of CVTA, Regional Projects Investment and Staffing

NEW BUSINESS

- 11. **Draft Memorandum of Agreement (MOA) – CVTA/Localities Local MOUs**
(Gregory/15 minutes)..... page 22
Discussion Item: Members will be asked to review and provide comment on the draft Memorandum of Agreement (MOA) with the member localities.

- 12. **FY2022 Insurance Coverage Renewal**
(Heeter/5 minutes) page 29
Action Requested: Staff is requesting authorization to initiate the renewal for coverage in FY2022.

OTHER BUSINESS

- 13. **Future Meeting Topics**
(Stoney/5 minutes).....

- 14. **CVTA Finance Committee Member Comments**
(Stoney/5 minutes).....

- 15. **Next Meeting: June 9, 2021**
(Stoney)

- 16. **Adjournment**
(Stoney).....

Opening Statement for Electronic Meetings

Due to the 2020 COVID-19 virus and current guidance regarding physical distancing to reduce the potential for spread, meetings of the Central Virginia Transportation Authority are accessible in a virtual format in accordance with provisions of Virginia Code § 2.2-3708.2 and related legislation approved by the General Assembly of Virginia during the period of the Governor's State of Emergency Declaration for COVID-19.

While we meet in a remote format, we remain committed to public accessibility and opportunity to participate. Staff provided notice of this meeting to members and the public on May 5, 2021 through electronic posting on the PlanRVA website and email distribution of notice to members, alternates, and known interested parties, including the media.

This meeting will be recorded. Audio and visual recordings of the meeting and materials will be posted on the PlanRVA website within 48 hours of this meeting.

Any member of the public participating as an observer during the meeting today may submit comments or questions at any time prior to or during the meeting via email at CVTA@PlanRVA.org. All comments and questions submitted at this time will be reviewed following the meeting and to the extent practical, responses will be provided or posted on the PlanRVA website.

We ask that members identify themselves first when speaking so we can more accurately record the activities of the meeting. All lines should be muted to minimize additional noise and feedback. You may unmute your line at any time to request acknowledgement from the Chair.

Please let us know if you have any questions regarding the process for assuring effective facilitation of this meeting or for how members of the public may participate.

By providing this statement, staff certifies that we have followed the approved procedures for appropriate notice of this meeting and the means by which we are convening.

Please indicate your presence by saying "HERE" when your name is called during a roll call. Anyone who wishes to identify themselves following the roll call of members will be invited to do so.



**CENTRAL VIRGINIA TRANSPORTATION AUTHORITY
FINANCE COMMITTEE**

**MINUTES OF ACTION MEETING
Zoom Virtual Meeting
April 14, 2021**

Members Present:

Jurisdiction/Agency	Member	Present	Absent
Chesterfield County	Kevin P. Carroll, (CVTA Vice Chair)	x	
Hanover County	W. Canova Peterson Vice Chair	x	
Henrico County	Frank J. Thornton (CVTA Chair)	x	
City of Richmond	Mayor Levar M. Stoney, Chair	x	
Commonwealth Transportation Board	Carlos M. Brown	x	

The Central Virginia Transportation Authority (CVTA) Finance Committee meeting was by electronic communication means as set forth by the April 22, 2020 actions of the General Assembly in response to the continued spread of novel coronavirus, or COVID-19. The technology used for this meeting was a web-hosted service created by Zoom and YouTube Live Streaming and was open and accessible for participation by members of the public. A recording of this meeting is available at www.youtube.com/c/PlanRVA.

CALL TO ORDER

The Central Virginia Transportation Authority (CVTA) Finance Committee Chair Mayor Levar M. Stoney presided and called the April 14, 2021 CVTA Finance Committee action meeting to order at 8:30 a.m.

ATTENDANCE ROLL CALL & CERTIFICATION OF MEETING QUORUM

Nicole Mueller, Program Coordinator for the RRTPO at PlanRVA, took attendance by roll call and certified that a quorum was present.

1. Consideration of Amendments to the Action Meeting Agenda

There were no requested changes to the meeting agenda. Seeing and hearing no objections the April 14, 2021 agenda was approved by acclamation as presented.

2. Approval of March 10, 2021 CVTA Finance Committee Action Meeting Minutes

On motion of Frank J. Thornton, seconded by Kevin P. Carroll, the CVTA Finance Committee unanimously approved the minutes of the March 10, 2021 meeting by acclamation as presented (voice vote).

6. Draft Memorandum of Agreement (MOA) with GRTC

On motion of Kevin P. Carroll, seconded by W. Canova Peterson, the Central Virginia Transportation Authority (CVTA) Finance Committee unanimously recommended CVTA approval of the following resolution as presented:

RESOLVED, that the Central Virginia Transportation Authority (CVTA) Finance Committee forwards the draft Memorandum of Agreement (MOA) with GRTC with a recommendation to approve.

Jurisdiction/Agency	Member	Aye	Nay	Abstain
Chesterfield County	Kevin P. Carroll	x		
Hanover County	Vice Chair W. Canova Peterson	x		
Henrico County	Frank J. Thornton	x		
City of Richmond	Chair Levar M. Stoney	x		
Commonwealth Transportation Board	Carlos M. Brown	x		
TOTAL		5		

7. FY 2022 Revenue Projections

The Finance Committee members received a copy of the FY 2022 Projected Revenues by Jurisdiction following PlanRVA staff coordination with Chesterfield County staff. Staff will be working to convene the Finance Work Group to discuss the following:

- FY22 Revenue Projections
- Financial strategy for the investment of the 35% Funds (how to approach project financing)
- any additional policies and procedures for the CVTA and other issues or needs identified by the group regarding communications and disbursements

Results from these discussions will be brought back to this committee at the next meeting in May.

8. April 30, 2021 Public Hearing and Public Notice of FY 2022 Budget

The Finance Committee received an update on the efforts to provide opportunities for public input on its proposed administrative and operating budget for fiscal 2021-22.

A 15-day public comment period on the proposed draft FY 2022 Administrative and Operating Expense Budget will be held from Thursday, April 15 through Thursday, April 29. A public notice add will be placed in various local media papers in digital and print editions as well as on the PlanRVA website.

The Authority will hold a public hearing on Friday April 30, 2021 during its regular meeting at 8:30 am. The meeting, while held virtually, will include a public hearing on the budget.

9. CVTA Staffing and Support Services

A draft FY22 Memorandum of Understanding (MOU) for Support Services between the CVTA and PlanRVA was introduced. Finance Committee members were invited to discuss and provide feedback; the MOA will be brought back to this committee at the May meeting with a potential for action requested to forward the draft FY22 MOA to the Authority with a recommendation to approve.

A presentation to the Authority on the specifics of the staffing capacity and structure by the Northern Virginia Transportation Authority (NOVA) and Hampton Roads Transportation Accountability Commission (HRTAC) is scheduled for the April Authority meeting.

11. CVTA Finance Committee Member Comments

The following comments were provided during today's meeting:

- As part of the discussion on regional prioritization under item 5.b. TAC Update, staff was requested to encourage conversations among the CAO's of the nine member jurisdictions to advise the Authority and suggest priority regional projects to be considered as supporting information to the data-driven prioritization process required by the Code of Virginia. This information will be shared with the full Authority via an informal report at its June meeting.

12. Next CVTA Finance Committee Meeting

The next action meeting will be held on May 12, 2021, beginning at 8:30 a.m. in Richmond, Virginia.

14. Adjournment

Chairman Stoney adjourned the meeting at 9:53 a.m. on April 14, 2021.

CAP/nm

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY

**Tax Collections and Allocations
For the Fiscal Year Ended June 30, 2021**

	October	November	December	January	February	YTD
Local Distribution Fund						
Receipt of Taxes:						
Sales and Use Tax	\$ 10,162,806	\$ 10,562,127	\$ 12,814,259	\$ 9,605,223	\$ 9,032,365	\$ 52,176,779
Local Fuels Tax	11,503,190	4,035,346	3,586,187	3,755,649	3,558,066	26,438,438
Total Receipt of Taxes	21,665,996	14,597,473	16,400,445	13,360,872	12,590,431	78,615,217
Cash Outflows & Transfers:						
Transfers:						
Operating Fund	500,000	-	-	-	-	500,000
Regional Fund	7,408,099	5,109,116	5,740,156	4,676,305	4,406,651	27,340,326
GRTC Fund / Payments to GRTC	3,174,899	2,189,621	2,460,067	2,004,131	1,888,565	11,717,282
Total transfers	11,082,998	7,298,736	8,200,223	6,680,436	6,295,215	39,557,608
Local Distributions:						
Ashland	38,160	24,617	27,167	22,190	20,580	132,713
Charles City	52,989	38,817	42,382	35,287	38,624	208,099
Chesterfield	3,257,491	2,197,053	2,451,795	1,960,019	1,823,513	11,689,872
Goochland	361,047	190,159	202,893	175,430	150,008	1,079,536
Hanover	1,545,245	996,836	1,100,089	898,552	833,343	5,374,064
Henrico	3,090,675	2,235,305	2,671,725	2,061,947	2,015,399	12,075,052
New Kent	426,457	233,814	153,254	180,061	165,329	1,158,914
Powhatan	263,880	171,114	182,367	161,457	138,734	917,552
Richmond	1,547,055	1,211,020	1,368,550	1,185,494	1,109,686	6,421,805
Total local distributions	10,582,998	7,298,736	8,200,223	6,680,436	6,295,215	39,057,609
Local Distribution Fund ending balance	\$ (0)	\$ -	\$ -	\$ -	\$ -	\$ (0)
Operating Fund						
Transfer from Local Distribution Fund	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Payment of operating costs	-	-	-	(120,686)	-	(120,686)
Operating Fund ending balance	\$ 500,000	\$ -	\$ -	\$ (120,686)	\$ -	\$ 379,314
Regional Fund						
Transfer from Local Distribution Fund	\$ 7,408,099	\$ 5,109,116	\$ 5,740,156	\$ 4,676,305	\$ 4,406,651	\$ 27,340,326
Interest income	-	-	-	222	1,340	1,562
Regional Fund ending balance	\$ 7,408,099	\$ 5,109,116	\$ 5,740,156	\$ 4,676,527	\$ 4,407,991	\$ 27,341,888
GRTC Fund						
Transfer from Local Distribution Fund	\$ 3,174,899	\$ 2,189,621	\$ 2,460,067	\$ 2,004,131	\$ -	\$ 9,828,718
Payments to GRTC	-	-	-	(9,828,718)	-	(9,828,718)
GRTC Fund ending balance	\$ 3,174,899	\$ 2,189,621	\$ 2,460,067	\$ (7,824,587)	\$ -	\$ (0)

Notes:

- * Local fuels tax effective July 1, 2020 / S&U tax effective October 1, 2020
- * Activity month is reported. CVTA receives funds two months after the activity month (i.e. January tax is remitted to VDOT in February then remitted to CVTA in March)
- * October includes July through October tax collections.

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

This Memorandum of Understanding (MOU) is executed as of July 1, 2020~~1~~ 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

WHEREAS, the Authority has requested extension of support services from PlanRVA for fiscal year 2021.

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~~extended period of support services shall be through June 30, 202~~1~~2, 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 2022, the total compensation to PlanRVA shall not exceed \$210,000 for general staffing support. Staffing support billing will include personnel costs, associated fringe and indirect rates and a 10% administration fee.
- ~~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. PlanRVA agrees to make payment on behalf of the CVTA to vendors, suppliers and other recipients of funds of the CVTA in accordance with the CVTA Administrative and Operating Budget. These additional operating expenditures of the Authority reimbursed to PlanRVA shall be in accordance with the FY2022 annual Administrative and Operating Budget.
- ~~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
- ~~l.~~ Member Stipends

Any fees incurred in association with these payments will be included in the request for reimbursement of these costs.

6. PlanRVA will submit a request for reimbursement of its expenditures associated with supporting the CVTA on a quarterly basis in accordance with the CVTA Financial Policies and Procedures. The submission will include documentation of expenditures made, activities completed, and services performed during the period. Invoices will include reasonable description of expenditures and information supporting costs billed.
~~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

~~6.7.~~ PlanRVA will provide administrative and support services to the Authority including, but not limited to:

- a. Completion of key tasks identified ~~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. Support to Chesterfield County and City of Richmond in assuring timely completion and reporting of activities outlined in the Fiscal Agent Agreements with each for activities including, but not limited to reconciliation of Authority accounts, financial reporting, and support to the annual audit of internal controls and financial statements;
- ~~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, and 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. These may include, but are not limited to:
 - a. Access to PlanRVA’s scenario planning tool developed and funded through the Richmond Regional Transportation Planning Organization (RRTPO);
 - b. Access to PlanRVA’s on-call bench of providers for public engagement and outreach services;

~~7.~~

D. Accountability and Reporting

~~8.9.~~ 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.

~~9.10.~~ 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 for FY2022

The following are a list of expected deliverables for FY2022 and should be completed no later than June 30, 2022 for consideration of satisfactory performance under this agreement unless further direction limits that capability or new priorities are established to supersede these deliverables.

- A. Establish schedule for meetings of and detailed work plan for the Technical Advisory Committee, Finance Committee and Authority for the fiscal year
- B. Maintain web presence for the CVTA and online access site for meeting materials, public information and resources
- C. Manage process for solicitation of proposals for professional and non-professional services identified as needed by the Authority
- D. Assure compliance with Financial Policies Procedures and internal controls and assist the Finance Committee in an annual review of the Policies and Procedures
- E. Support the City of Richmond in assisting with the FY2021 Annual Financial Audit
- F. Finalize Regional Project Prioritization Process, based upon an objective and quantifiable analysis, in coordination with the CVTA TAC¹
- G. Assure compliance with the enabling legislation to establish the Regional Public Transportation Plan²
- H. Assure compliance with the enabling legislation to develop the Transit Service Governance Report³ and provide support for implementation as needed of accepted recommendations
- I. Facilitate Authority member deliberations regarding long term executive leadership needs

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~~

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.

- ~~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 TAC⁴~~
- ~~M. Assure compliance with the enabling legislation to establish the Regional Public Transportation Plan⁵~~
- ~~N. Assure compliance with the enabling legislation to develop the Transit Service Governance Report for submission no later than December 1, 2020⁶~~
- ~~O. Develop web presence for the CVTA and online access site for meeting materials, public information and resources~~

⁴PlanRVA 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

⁵PlanRVA 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.

⁶PlanRVA 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 below⁷:

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 October⁸, January, April, and June⁹
- 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

⁷ May be further defined or revised by a standing committee or the Authority

⁸ The first quarterly invoice will be submitted at the next meeting following execution of this MOU.

⁹ 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



Bond Financing Overview

Central Virginia Transportation Authority



Draft of April 23, 2021

May 12, 2021

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Hypothetical Borrowing Capacity

- Based on an assumed annual revenue figure of \$65 million, below we have included a summary of hypothetical borrowing capacity figures:

		<u>Term:</u>	20-Year	25-Year	30-Year	
		<u>Structure:</u>	Level Payment	Level Payment	Level Payment	<u>Remaining for Annual Pay-Go</u>
		<u>Rate:</u>	4.00%	4.50%	5.00%	
Annual Debt Service Payment	Coverage	Hypothetical Borrowing Capacity				
\$ 65,000,000	1.0x	\$ 883,371,212	\$ 963,833,583	\$ 999,209,317	\$ -	
\$ 32,500,000	2.0x	\$ 441,685,606	\$ 481,916,791	\$ 499,604,658	\$ 32,500,000	
\$ 21,666,667	3.0x	\$ 294,457,071	\$ 321,277,861	\$ 333,069,772	\$ 43,333,333	
\$ 16,250,000	4.0x	\$ 220,842,803	\$ 240,958,396	\$ 249,802,329	\$ 48,750,000	
\$ 13,000,000	5.0x	\$ 176,674,242	\$ 192,766,717	\$ 199,841,863	\$ 52,000,000	
\$ -	All Cash	N/A	N/A	N/A	\$ 65,000,000	

- Key decision factors will include:
 - Minimum debt service coverage
 - Amortization structure (e.g. level payment vs. level principal)
 - Amortization term (20, 25, 30, etc.)
 - Minimum liquidity / reserve levels
- Credit Ratings will also play a key role in the Authority’s ultimate borrowing costs.

Comparison of Other Regional Transportation Authorities

	NVTA	HRTAC
Senior Lien Credit Ratings	Aa1/AA+/AA+	Aa2/AA/AA+
Annual Pledged Revenue	\$231 Million (2018)	\$211 Million (2019)
Bonds Outstanding	\$60 Million	\$1.5 Billion
Amortization Term	20 Years	40 Years
Additional Bonds Test (Senior Lien)	2.0x	2.0x
Reserve Requirement (Senior)	Yes	None
Minimum Liquidity Policy	\$120 Million	\$100 Million

Moody's Special Tax Rating Methodology Overview

Overview

- Under the Moody's rating methodology for special tax bonds, an initial indicative rating is calculated from a weighted average of three key factors.
- Additionally, there are below the line qualitative adjustments that can be made either upward or downward after the initial indicative rating.

Quantitative Scoring Factors

US Public Finance Special Tax Methodology

US Public Finance Special Tax Methodology	
1 Taxable Base and Pledge	30%
Economic Strength	15%
Nature of the Special Tax Pledge	15%
2 Legal Structure	30%
Additional Bonds Test	20%
Debt Service Reserve Fund Requirement	10%
3 Financial Metrics	40%
Maximum Annual Debt Service Coverage	20%
Revenue Trend	10%
Revenue Volatility	10%

Qualitative Scoring Factors

Below-the-Line Adjustments	Additional Considerations ⁽¹⁾
1 Up Lift (+)	
2 Enhancements	Greater bondholder protection (e.g. Additional liquidity)
3 Active management	Ability to raise the rate relatively quickly Demonstrated willingness or legal requirement to raise the rate
4 Additional Taxable Base Strength	
5	
6 Down Drag (-)	
7 Complexities or Weaknesses	
8 - Subordinate lien	
9 - Release of Pledges	Release of reliable or substantial revenue stream
10 - Complex debt structure with notable swap and variable rate exposure	
11 - Appropriation Risk	Absence of absolute and unconditional pledge of payment
12 - Refinancing Risk	Significant amount of debt with a bullet maturity
13 - State Allocation Risk	The state has the ability to reduce distributions to municipality
14 - Lack of Monthly Segregation	The monthly segregation of pledged receipts in an amount equal to at least 1/6th of the next bond semi-annual interest payment and at least 1/12th of the next bond annual principal payment into an account held by a third-party creditworthy trustee
15 Debt Service Coverage below Key thresholds	
16 - MADS Coverage below Additional Bonds Test	
17 - MADS Coverage below 1.0 and/or Draw on Debt Service Reserve Fund	
18 Additional Leverage	
19 Other	Revenue concentration from a few special tax payers
20	The special tax requires reauthorization or expires/sunsets prior to bond maturity
21	The use of other reserves or funds besides the pledged DSRF to pay debt service
22	Prospective additional bonds test
23	A weakening competitive position likely to notably erode revenues
24	Mass Transit system operating risk

⁽¹⁾ These other considerations include factors specifically outlined in Moody's rating methodology. However, any information regarding an issuer can rise to the level of a qualitative factor/consideration as deemed appropriate by the rating analyst and credit committee.

- Timing
 - Project identification and spending plan
 - Establishing key financial policies (e.g. debt service coverage, liquidity)

- Term and Structure of Debt
 - Level Payment vs. Level Principal
 - 20,30,40 year term

- Future Debt Capacity
 - Growth vs. Natural Decline in Debt Service

- Credit Ratings

- Financing Alternatives

Municipal Advisor Disclaimer

The enclosed information relates to an existing or potential municipal advisor engagement.

The U.S. Securities and Exchange Commission (the “SEC”) has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC (“Davenport”) has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

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**MEMORANDUM OF AGREEMENT
BETWEEN THE CENTRAL VIRGINIA TRANSPORTATION AUTHORITY
("CVTA") AND THE COUNTY/CITY/TOWN OF ("XXXX")
REGARDING DISTRIBUTION AND USE OF FUNDS UNDER CHAPTER 1235
OF THE 2020 VIRGINIA ACTS OF ASSEMBLY**

THIS MEMORANDUM OF AGREEMENT, effective this ____ day of _____, 2021 (the "Agreement"), is by and between Central Virginia Transportation Authority ("CVTA"), a body politic and political subdivision of the Commonwealth of Virginia, and the County/City/Town of ("XXXX" or "Member Locality") (collectively, the "Parties"), under Chapter 1235 of the 2020 Virginia Acts of Assembly ("Chapter 1235") concerning the distribution of proceeds from the Central Virginia Transportation Fund, also established by Chapter 1235, and related administrative matters.

WITNESSETH:

WHEREAS, the CVTA was established by Chapter 1235, Va. Code Ann. § 33.2-3700, *et seq.*; and,

WHEREAS, the CVTA comprises the localities within Virginia Planning District 15, including the counties of Henrico, Chesterfield, Hanover, New Kent, Powhatan, Goochland, Charles City, the City of Richmond, and the Town of Ashland (individually, "Member Locality" or collectively, "Member Localities"); and,

WHEREAS, the CVTA consists of 17 members, including the chief elected officer, or his designee, of the governing bodies of each of the CVTA member counties and the chief elected officer, or his designee, of the City of Richmond and the Town of Ashland; and,

WHEREAS, in accordance with Va. Code Ann. § 33.2-3701, a special non-reverting fund for Planning District 15, known as the Central Virginia Transportation Fund, comprising taxes and fees levied in accordance with Va. Code §§ 58.1-638 58.1-2291, *et seq.*, and paid into the state treasury, interest earned on moneys in the fund and credited to it, and any other funds that may be received and credited to the aforesaid fund (the "Fund") was established on the books of the state Comptroller; and,

WHEREAS, proceeds of the Fund are to be distributed to CVTA for use in accordance with Va. Code § 33.2-3701; and,

WHEREAS, in accordance with, and subject to the requirements of Va. Code § 33.2-3701, fifty percent (50%) of the revenues received by CVTA are to be returned, proportionally, to each locality located in Planning District 15 to be used to improve local mobility, which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the respective locality (the "50% Funds"); and,

WHEREAS, in accordance with, and subject to the requirements of Va. Code § 33.2-3701, thirty-five percent (35%) of the revenues received by CVTA are to be retained by the CVTA, to be used for transportation-related purposes benefitting the Member Localities comprising Planning District 15 (the “35% Funds”); and,

WHEREAS, pursuant to Chapter 1235, each CVTA member locality will create a separate, special fund into which all revenues received from the Fund shall be deposited (the “Local CVTA Fund”); and,

WHEREAS, Va. Code § 33.2-3701 requires each CVTA member locality to provide annually to CVTA sufficient documentation as required by CVTA showing that the revenues received from the Fund were used for the purposes set forth therein; and,

WHEREAS, CVTA has a responsibility to see that Fund revenues are properly spent, and that each recipient of Fund proceeds adhere to the statutory and other legal obligations that it has with regard to the Fund; and,

WHEREAS, CVTA has requested that each Authority member locality receiving proceeds from the Fund enter into a separate Memorandum of Agreement in order to implement and comply with the provisions of Chapter 1235; and,

WHEREAS, each local government or agency member of the CVTA has agreed to be bound by all terms and conditions in a separate Memorandum of Agreement with CVTA, for the purpose of ensuring compliance with Chapter 1235, concerning the receipt, maintenance, management, oversight, distribution, and use of all funds from the Fund;

NOW, THEREFORE, in consideration of the foregoing, which is hereby incorporated within this Memorandum of Agreement, and the mutual undertakings of the parties, CVTA and the County/City/Town of _____ agree as follows:

1. Use and Availability of Funds. The Parties acknowledge that, as more specifically provided under applicable law (and without any intent or agreement to affect or expand the interpretation of application of law), CVTA revenues that are deposited into the Fund and available for use from time to time are subject to an appropriation by the General Assembly. Use of funds deposited into the Fund will be consistent with applicable state and federal law.

2. CVTA’s Management of CVTA Funds.

A. The State Comptroller will distribute Fund proceeds to CVTA.

B. CVTA will accept and deposit Fund distributions into bank accounts established for this purpose.

C. CVTA will manage Fund distributions in compliance with Chapter 1235 and applicable law, including investments thereof, which will be made pursuant to CVTA’s investment policies and procedures, as such may be revised from time to time, all in accordance with generally accepted accounting principles and all applicable legal requirements.

D. CVTA will provide to its governing board periodic reports of deposits and funds on hand and all disbursements and expenditures thereof.

E. CVTA will provide for an annual audit of its accounts and financial records by the Auditor of Public Accounts or its duly authorized agent, pursuant to Va. Code § 33.2-3703.

F. CVTA and agencies receiving CVTA funds will use the funds solely for transportation purposes benefiting the communities within Planning District 15.

G. CVTA will segregate and distribute CVTA member funding according to the methodology described in the state code.

3. CVTA's Administrative Expenses. Pursuant to Va. Code §§ 33.2-3701(D) and 33.2-3706, CVTA will provide for the payment of its administrative and operating expenses from Fund proceeds prior to calculating distributions and issuing payments of Fund proceeds to the member jurisdictions and agencies.

4. Establishment and Maintenance of Separate Account by Member Locality. The Member Locality will create and administer a separate, special fund for the receipt of CVTA distributions and will deposit all funds from the CVTA in its respective separate Local CVTA Fund established for this purpose, pursuant to Va. Code § 33.2-3701(E).

5. CVTA Distributions of proportional shares of the 50% Funds to Member Locality.

A. CVTA will make regular distributions of the respective proportional share of the 50% Funds to the Member Locality to be used to improve mobility, in accordance with applicable law and this Agreement.

B. Distributions of respective proportional shares of the 50% Funds will be deposited into and administered within the separate Local CVTA Fund established for this purpose, pursuant to paragraph 4 above.

C. CVTA will continue such distributions on a monthly basis, subject to CVTA's continued receipt of funds from the Comptroller; provided that the Member Locality is in compliance with all applicable provisions of law and the terms of this Agreement.

D. The CVTA and the Member Locality will coordinate all fund transfers between the two entities. Prior to distributing funds, CVTA will notify the Member Locality of the amount of the intended distribution. The Member Locality will certify the transfer amounts before funds are disbursed to it, accept and confirm receipt of the funds, all in writing.

E. Fund distributions will be made via electronic transfer, unless the Parties otherwise agree.

6. CVTA Distributions of other Fund revenues to Member Locality.

A. The CVTA will retain the 35% Funds for transportation-related purposes benefiting the localities comprising Planning District 15.

B. Distributions of 35% Funds by the CVTA to Member Locality will be subject to the approval of the CVTA.

C. Such distributions will be project-based, coordinated on a case-by-case basis, and may be made on a reimbursement basis.

D. All requests for reimbursements must be submitted in a form and manner reasonably determined by CVTA for the purpose of fulfilling CVTA's obligation to

ensure that the costs to be reimbursed were incurred for the project and are permitted to be reimbursed under Chapter 1235.

E. Upon proper submission of a request for reimbursement, and after review and approval by CVTA, CVTA will transmit payment to Member Locality within thirty (30) days after approval of the request for reimbursement.

F. Member Locality may request pre-payment of project costs for specific projects on a case-by-case basis. For such projects, the Member Locality shall submit a request for pre-payment specifying the project, needs, justification, and pre-payment amounts. CVTA shall consider such requests on a case-by-case basis and is not obligated to approve such requests.

G. Prior to distributing funds, CVTA will notify the Member Locality of the amount of the distribution. The Member Locality will certify the transfer amounts before funds are disbursed to it, accept and confirm receipt of the funds, all in writing.

H. Fund distributions will be made via electronic transfer, unless the Parties otherwise agree.

7. Quarterly Reports and Annual Certification.

A. Member Locality will provide quarterly reports of expenditures of all funds received from the CVTA to the CVTA Finance Committee by November 15, February 15, May 15, and August 15 of each year, beginning upon the execution of this Agreement.

Commented [A1]: Please provide feedback on these dates/schedule.

B. Member Locality will submit an Annual Report and Certification, including all supporting documentation, on or before August 1st of each year to CVTA. The report shall demonstrate that the Member Locality used CVTA Fund distributions or revenues in compliance with applicable law and in accordance with CVTA requirements. Member Locality will submit a financial report as part of the Annual Certification or as a supplement.

C. The CVTA Finance Committee will review Member Locality quarterly expenditure reports and their Annual Report and Certification and provide a report to the CVTA.

D. In the event a Member Locality fails to provide quarterly expenditure reports or the Annual Report and Certification and CVTA does not grant an extension, the CVTA Board may authorize the CVTA Finance Committee to withhold further Fund distributions until the all reports, certifications, or supplemental information is provided, in compliance with this Agreement. When the Member Locality provides an acceptable certification and report with appropriate documentation, CVTA shall make available all withheld funds, inclusive of any interest accrued on such withheld funds, if any, for distribution to Member Locality as soon as practicable.

E. If the CVTA Finance Committee identifies deficiencies in any Member Locality quarterly expenditure report, Annual Report or Certification, the CVTA Finance Committee shall inform the Member Locality in writing of such deficiencies and the Member Locality will have 30 days to respond to or to cure such deficiency. In the event of a dispute over any alleged deficiency, and in an effort to avoid the expense and delay of litigation, the Parties agree to submit any such dispute to mediation prior to instituting litigation. Such mediation will be non-binding, that is, no Party will be obligated to enter into any settlement arising out of mediation unless the settlement is satisfactory to that Party. Any settlement the Parties enter into will be binding, but if the Parties are not able to reach agreement on a settlement, they may resort to litigation as if the mediation had

never taken place. The mediation will be provided by a mutually agreeable mediator or mediation service in the geographic area comprising Planning District 15. Judicial actions to provide provisional remedies, such as injunctions, are not violations of the obligation to mediate and do not waive the right to mediate. The parties hereby agree that the costs of mediation shall be borne equally by both Parties. Each Party shall be responsible for its own attorney's fees.

F. Upon review and acceptance of Member Locality's Annual Report and Certification, the CVTA will adopt a resolution memorializing its approval within 90 days of each report's submittal.

8. Failure to Comply with Memorandum of Agreement.

A. In the event either Party fails to perform any of its obligations under this Agreement, the other Party will provide written notice of such failure or non-compliance in accordance with Section 11.

B. The Party in alleged default will cure or commence to cure the event of noncompliance within thirty (30) days of receipt of notice from the other Party.

C. Upon its receipt and review of the notice of default, the Party in alleged default may dispute any matters set forth in such notice; and in such circumstances will advise the other Party that any such matter is in dispute.

D. In the event the Party in alleged default fails to cure or to commence to cure and diligently pursue completion of such cure within 30 days as provided in this Section 10, and in an effort to avoid the expense and delay of litigation, the Parties agree to submit any dispute regarding such alleged default to mediation prior to instituting litigation. Such mediation will be non-binding, that is, no Party will be obligated to enter into any settlement arising out of mediation unless the settlement is satisfactory to that Party. Any settlement the Parties enter into will be binding, but if the Parties are not able to reach agreement on a settlement, they may resort to litigation as if the mediation had never taken place. The mediation will be provided by a mutually agreeable mediator or mediation service in the geographic area comprising Planning District 15. Judicial actions to provide provisional remedies, such as injunctions, are not violations of the obligation to mediate and do not waive the right to mediate. The parties hereby agree that the costs of mediation shall be borne equally by both Parties. Each Party shall be responsible for its own attorney's fees.

9. Restitution. Upon a final determination in the form of a final, non-appealable order of a court of competent jurisdiction, that the Member Locality has misappropriated CVTA funds and in the event such court has not so ordered, the CVTA Board may require restitution of the misappropriated funds, together with interest at the then applicable judgment rate of interest as provided for in Virginia Code § 6.2-302 as may be amended, from the date of entry of the final, non-appealable order. Until such restitution is effected in full, the CVTA Board may withhold further distributions to Member Locality as permitted by applicable law.

10. Maintenance of Records by Member Locality and CVTA. Member Locality and CVTA will maintain all records relating to receipt and use of the 15% Funds and all other funds exchanged between the agencies and the use thereof for a minimum of five (5) years from the date the record was created or the period of time prescribed by the Virginia Public Records Act, whichever is longer. With regard to all other records

relating to this Agreement, Member Locality and CVTA will comply with the Virginia Public Records Act and all applicable state and federal laws with regard to the retention of public records.

11. Notice. Any notice required or permitted to be provided under this Agreement will be in writing and delivered in person, or sent by U.S. Mail to the representatives identified below:

CVTA:

CVTA Administrator
Central Virginia Transportation Authority
c/o PlanRVA
9211 Forest Hill Avenue, Suite 200
Richmond, Virginia 23235

Member Locality:

XXXXX
County/City/Town
Address
Locality, Virginia XXXXX

CVTA and Member Locality may change their designated representative to receive notices by providing written notice of such change to the other Party.

12. Entire Agreement. This Agreement constitutes the entire agreement between CVTA and the Member Locality and supersedes any prior understanding or agreement between them with regard to any CVTA Fund distributions to Member Locality. However, the Parties understand and acknowledge that the Memorandum of Agreement between the Virginia Department of Transportation and the CVTA is expressly incorporated herein, by reference.

13. No Third-Party Beneficiaries. The provisions of this Agreement will inure to the benefit of, and bind Member Locality and CVTA, but will not inure to the benefit of any other party or other persons.

14. Governing Law. All issues and questions concerning the construction, enforcement, interpretation and validity of this MOU, or the rights and obligations of Member Locality and CVTA in connection with this MOU, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

15. Interpretation and Construction. This Agreement will be interpreted and construed to give meaning to all of its term and conditions, consistent with applicable law, and where necessary, to reconcile those terms and conditions with applicable law and to give effect to its plain meaning. The parties acknowledge that this Agreement has

been jointly developed, drafted, reviewed, and approved, that each has had the benefit of legal counsel during this process and, therefore, the Agreement will be interpreted and construed neutrally, without preference, and neither in favor of, nor to the detriment of either party.

16. Severability. If any provision of this Agreement or the application of the provision to any circumstance is invalid, illegal or unenforceable to any extent, the application of the remainder of the provision will not be affected, and will be enforceable to the fullest extent permitted by law, and the remainder of this Agreement will remain in full force and effect.

17. Amendments. Any amendment to this Agreement must be made in writing and signed by the authorized representatives of Member Locality and CVTA.

IN WITNESS WHEREFORE, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the date and year aforesaid.

Central Virginia Transportation Authority

Attest:

By: _____

Clerk

Title: _____

County/City/Town of XXXXXXXXXX

Attest:

By: _____

Clerk

Title: _____



VRSA

Virginia Risk Sharing Association



Central Virginia
Transportation
Authority

July 1, 2021
through
July 1, 2022



www.vrsa.us | 800-963-6800





VRSA

Virginia Risk Sharing Association

VRSA Members' Supervisory Board

VRSA is a member-owned and governed self-insurance risk pool through which a group of local political subdivisions - members - contribute to a shared fund that in turn pays claims and provides risk management services to the participating members. The VRSA Members' Supervisory Board is comprised of elected or appointed officials from member jurisdictions, as well as the executive director of the Virginia Municipal League.



Melinda Conner
Administrator, Mathews County



R. Clarke Wallcraft
Executive Director, Pepper's
Ferry Wastewater Authority



Bill Ashton
Manager, Town of Herndon



Dr. Walter R. Clemons
Superintendent, Gloucester
County Public Schools



Josh Farrar
Manager, Town of Ashland



Michelle Gowdy
Executive Director, Virginia
Municipal League



Rodney Hathaway
Administrator, New Kent County



Karen L. Pallansch
CEO, Alexandria Renew
Enterprises



Brian Thrower
Manager, Town of Crewe



**Central Virginia Transportation Authority
Contribution Summary**

Coverage	Deductible	Contribution
Automobile Liability	\$0	\$ 97
Automobile Physical Damage	PER SCHEDULE	N/A
Cyber Liability	\$1,000	\$1,000
General Liability	\$0	\$ 432
Public Officials/School Board Legal Liability	\$0	\$ 340
Law Enforcement Liability	\$0	N/A
No Fault Property Damage	\$0	N/A
Excess Liability	\$0	\$102
Property	\$0	N/A
Miscellaneous Items	\$0	N/A
Boiler & Machinery/Equipment Breakdown	\$0	N/A
Fidelity/Crime	\$1,000	\$505
Line of Duty Act Coverage	\$0	N/A
Workers' Compensation Coverage	\$0	N/A
Scheduled credit/debit: (included in above premiums, if applicable)		
Annual Contribution:		\$2,476

Coverage terms, conditions and exclusions are only briefly outlined. For complete provisions and wording, please refer to the policy.

The "Cover Page to Member Agreement" and "Coverage Checklist" must be signed and returned to VRSA in order to bind coverage.

VRSA is here to protect our members and their employees so they may effectively serve their communities.

We are committed to financial strength to ensure stable rates. VRSA is also committed to easing our members' worries. We do this by scanning for emerging risks arising out of new challenges or changed circumstances, keeping our members informed, and developing a dedicated, professional staff. Our comprehensive coverages, and robust tools and resources allow members to proactively manage their risk.

VRSA Highlights

- Strong financials, comprehensive coverages and stable rates - see our CAFR and target equity study.
- Dedicated service team for each member. 100% of staff time and effort singularly devoted to providing outstanding service to VRSA members.
- VRSA Consulting - Specialists providing services in human resources, communications, public safety, and local government operations.
- Risk Management Grants to support members' risk management efforts, including educational expenses for professional management, leadership and governance training.
- Informative and collaborative engagements including roundtables, trainings, and presentations.
- Free, unlimited online courses for managers, supervisors and employees.
- Risk management services tailored to members including site inspections, OSHA training, program and policy review and sample policies and procedures.
- Contract review, Tenant Users Liability Insurance Program and property appraisals.
- Online tools and applications such as member dashboards with peer analysis, an OSHA 300 Log Reporting Application, and Insight: A Strategic Decision Support Application.
- Injunctive relief, land use and no-fault coverages available with \$0 deductible.
- Member Portal with automated certificates of insurance, policy changes and view/configure reports.
- CompCare On-Call nurse triage and reporting services as well as telemedicine.
- Cyber security application with security health check tool, awareness training and program documentation and policies.
- Grievance procedure endorsement for upfront attorney fees and EPL Assist, an online employment law resource, both designed to mitigate employment practices liability claims.



Review our extensive coverages, services, resources and tools



VRSA

Virginia Risk Sharing Association

Central Virginia Transportation Authority

Automobile Coverage

Automobile Liability protects members from third party claims arising from the use of owned vehicles driven by member authorized drivers.

Combined single limit for bodily injury & property damage:	\$1,000,000
Medical expense limit:	\$0
Deductible:	\$0
Uninsured/underinsured motorists limits:	\$0

Automobile Physical Damage protects members from loss to owned or leased vehicles. Physical damage coverage includes both collision, which covers the vehicle if it collides with another object or overturns, and comprehensive, which covers the vehicle for other losses, such as fire, theft or vandalism. Coverage is at actual cash value or replacement cost, depending on the age and the value.

Comprehensive Deductible:	\$0
Collision Deductible:	\$0

Basis of contribution: 0 vehicles

Garage and GarageKeepers Liability, Hired and Nonowned Liability, and Rental Reimbursement coverages included.

Newly acquired vehicles covered automatically at no additional charge. Additional replacement cost options available, additional charge will apply. Excess limits are available.





Central Virginia Transportation Authority

Local Government Liability

General Liability protects members from claims arising from negligent operations that result in bodily injury or property damage to third parties.

Public Officials Liability protects members from suits arising from alleged wrongful acts. Includes coverage for errors in judgement, covered contracts and employment practices.

Law Enforcement Liability protects members from suits arising from alleged wrongful acts as related to law enforcement operations. Use of excessive force and other civil rights violations are common examples.

Coverage for **Local Government Liability** includes defense costs as well as damages. Defense costs are outside of the limits. Excess limits available.

Each occurrence limit:	\$1,000,000
Medical expense limit:	\$10,000
Damages to premises rented to you:	\$1,000,000
Defense of certain excluded occurrences:	\$100,000
Land Use Limit:	\$0
Deductible:	\$0

Basis of Contribution:

Total Net Operating Expenditures: \$500,000	# of Students:	
Water Payroll: \$0	Sewer Payroll: \$0	Electric Payroll: \$0
Gas Payroll: \$0	# of Street Miles Maintained: 0	# of Housing Units: 0

VRSA provides **Land Use** and **Injunctive Relief** coverage to protect members from claims or suits arising out of a variety of issues including, but not limited to, land use, inverse condemnation and injunctive relief actions. (While Land Use and Injunctive Relief coverage may be offered by other pools, you should be aware that VRSA's coverage has no additional deductible or requirement to pay a pro-rata portion for each claim.)

VRSA also provides **Crisis Intervention/Violent Acts** coverage including on-site crisis and grief counseling for students and employees who have experienced a personal crisis. The coverage will also cover the expense of a media specialist to help handle the external communications following a crisis.



VRSA

Virginia Risk Sharing Association

Central Virginia Transportation Authority Excess Liability Coverage

Following form over primary Automobile Liability and Local Government Liability..

Current limit: \$1,000,000

Current premium: \$102

Additional Excess options are available upon request. Please contact your Underwriter for more information.



Central Virginia Transportation Authority Cyber Liability Coverage

Cyber Liability provides protection for network security, privacy liability, internet media liability, and associated data breach costs. See more detailed information below.

Each claims limit:	\$1,000,000
Per named insured aggregate limit:	\$1,000,000
Data breach fund limit:	\$1,000,000
Aggregate limit for all members combined:	\$11,000,000
Deductible:	\$1,000

Privacy Liability – covers loss arising out of failure to protect sensitive personal or corporate information in any format. Provides coverage for regulatory proceedings brought by a governmental agency alleging violation of any state, federal, or foreign identity theft or privacy protection legislation.

Network Liability – covers liability of the organization arising out of the failure of network security, including unauthorized access or use of corporate systems, denial of service attack, and transmission of malicious code.

Internet Media Liability – covers infringement of copyright/trademark, invasion of privacy, libel, slander, plagiarism or negligence arising out of content on the organization’s Web site.

Data Breach Fund – covers expenses to retain computer forensics firm to determine scope of breach, notify customers/employees whose sensitive personal information has been breached, provide credit monitoring services to affected individuals, and obtain public relations services to restore an organization’s reputation.

Social Engineering – sublimited coverage for telecommunications fraud, cyber extortion and fraudulent instruction.

Coverage is only available to members who purchase property and local government liability coverage.

For members interested in higher limits, please contact your underwriter.



Central Virginia Transportation Authority Fidelity/Crime Coverage

Fidelity/Crime provides protection from loss of money and other negotiable securities due to acts such as theft or embezzlement by employees and volunteers.

CRIME FORM	LIMIT	DEDUCTIBLE
Form F – Computer Fraud	\$1,000,000	\$1,000
Form O - Public Employees Dishonesty	\$1,000,000	\$1,000
Form B - Forgery or Alteration	\$1,000,000	\$1,000
Form C - Theft, disappearance, and destruction	\$1,000,000	\$1,000
Form R - Money & Counterfeit Papers	\$1,000,000	\$1,000

Coverage forms include employee theft, faithful performance, employee dishonesty, money orders and counterfeit paper and loss inside.

Virginia Risk Sharing Association
2021-2022 Cover Page to Member Agreement

MEMBER NAME: Central Virginia Transportation Authority

MEMBER #: 0792

I. Coverages and Limits of Liability

<input checked="" type="checkbox"/>	Local Government Liability	
	Each Occurrence Limit	\$1,000,000
	Damages to Premises Rented to You.	\$1,000,000
	Medical Expense Limit	\$10,000
	Deductible	\$0
<input checked="" type="checkbox"/>	Cyber Liability	
	Each Occurrence Limit	\$1,000,000
	Deductible	\$1,000
	\$0	
	Uninsured Motorists	\$0
	Automobile Medical Payments	\$0
<input checked="" type="checkbox"/>	Auto Liability – Hired Non-Owned	
	Deductible	\$0
<input checked="" type="checkbox"/>	Excess Liability Coverage	\$1,000,000
	Property Coverage	If checked, subject to the Coverage Forms
	Boiler and Machinery Coverage	If checked, subject to the Coverage Forms
<input checked="" type="checkbox"/>	Fidelity/Crime/Surety Coverage	If checked, subject to the Coverage Forms
	Workers' Compensation	Statutory
	Line of Duty Act Liability	Statutory

For the period of July 1, 2021 to July 1, 2022 Local Government Liability and Automobile Liability is reinsured for amounts exceeding \$1,000,000 per occurrence on each line of coverage. Automobile physical damage coverage is reinsured excess of \$150,000.

For the period of July 1, 2021 to July 1, 2022 Property Coverage reinsurance is purchased excess of a \$1,000,000 retention on a per occurrence basis. The windstorm occurrence retention is \$1,000,000. Boiler and Machinery Coverage is reinsured with a \$100,000 retention except for objects over 350 hp, up to a \$350,000 retention.

For the period of July 1, 2021 to July 1, 2022 Fidelity, Crime and Surety coverage is fully retained by Virginia Risk Sharing Association.

For the period of July 1, 2021 to July 1, 2022 Workers' Compensation and Employers Liability Coverage statutory reinsurance is purchased excess of a \$1,500,000 retention on a per occurrence basis.

For the period of July 1, 2021 to July 1, 2022 Line of Duty Act Liability Coverage the Pool will retain 100% of the exposure.

II. Contribution

See Contribution Summary Page. Due 7/1/2021. See Declaration Pages attached to Coverage Forms for contributions by individual coverage lines. The contribution was determined based on actuarially approved rates. In the event of a deficit in the Pool's fund, additional assessments may be imposed by the Members' Supervisory Board.

III. Servicing Company

Virginia Risk Sharing Association

IV. Liability of Members

A LOCAL GOVERNMENT GROUP SELF-INSURANCE POOL IS NOT PROTECTED BY THE VIRGINIA INSURANCE GUARANTY ASSOCIATION AGAINST DEFAULT DUE TO INSOLVENCY. IN THE EVENT OF INSOLVENCY, MEMBERS AND PERSONS FILING CLAIMS AGAINST MEMBERS MAY BE UNABLE TO COLLECT ANY AMOUNT OWED TO THEM BY THE POOL, REGARDLESS OF THE TERMS OF THE MEMBER AGREEMENT. IN THE EVENT THE POOL IS IN A DEFICIT POSITION, A MEMBER MAY BE LIABLE FOR ANY AND ALL UNPAID CLAIMS AGAINST SUCH MEMBER.

WITH REGARD TO WORKERS' COMPENSATION LIABILITY, EACH MEMBER AGREES TO ASSUME AND DISCHARGE, JOINTLY AND SEVERALLY, ANY LIABILITY UNDER THE VIRGINIA WORKERS' COMPENSATION ACT OF ANY AND ALL EMPLOYERS PARTY TO SUCH AGREEMENT AND WHICH PROVIDES THAT, IN ADDITION TO THE RIGHTS OF THE POOL, IN THE EVENT OF FAILURE OF THE POOL TO ENFORCE SUCH RIGHTS AFTER REASONABLE NOTICE TO THE POOL, THE COMMISSION SHALL HAVE THE RIGHT INDEPENDENTLY TO ENFORCE ON BEHALF OF THE POOL THE JOINT AND SEVERAL LIABILITY OF ITS MEMBERS UNDER THE VIRGINIA WORKERS' COMPENSATION ACT AND THE LIABILITY OF MEMBERS FOR ANY UNPAID CONTRIBUTIONS OR ASSESSMENTS.

V. Rejection of Higher Uninsured Motorists Limits

THE MEMBER HAS READ THE MEMBER AGREEMENT AND THIS RENEWAL COVER PAGE, WHICH IS EXPRESSLY MADE PART OF THE MEMBER AGREEMENT. THE MEMBER HAS ALSO READ THE BUSINESS AUTOMOBILE POLICY AND THE BUSINESS AUTOMOBILE COVERAGE/RENEWAL DECLARATIONS. THE MEMBER ACKNOWLEDGES THAT THE BOARD OF VIRGINIA RISK SHARING ASSOCIATION HAS NOT, BY RESOLUTION, OFFERED TO PROVIDE UNINSURED MOTORIST COVERAGE TO ITS MEMBERS. THE MEMBER UNDERSTANDS THAT IT IS POSSIBLE TO PURCHASE SUCH COVERAGE FROM OTHER COMMERCIAL CARRIERS, WITH COVERAGE LIMITS EQUAL TO THE POLICY'S LIABILITY COVERAGE LIMITS, UNLESS SUCH COVERAGE IS REJECTED BY THE MEMBER.

THE MEMBER UNDERSTANDS THAT IF ITS LIABILITY COVERAGE LIMIT EXCEEDS THE MINIMUM LIMIT SET BY VIRGINIA LAW, THE MEMBER MAY REJECT UNINSURED MOTORIST COVERAGE LIMITS EQUAL TO THE POLICY'S LIABILITY COVERAGE LIMIT, AND MAY SELECT LOWER LIMITS OF SUCH COVERAGE, PROVIDED THAT THE MEMBER MAY NOT SELECT UNINSURED MOTORIST COVERAGE IN AN AMOUNT LESS THAN THE MINIMUM LIABILITY COVERAGE LIMIT REQUIRED BY VIRGINIA LAW.

THE MEMBER HEREBY REJECTS UNINSURED MOTORIST COVERAGE AND UNDERINSURED MOTORIST COVERAGE IN THE AMOUNT EQUAL TO THE MEMBER'S LIABILITY COVERAGE LIMIT STATED IN THIS RENEWAL COVER PAGE, IN THE BUSINESS AUTOMOBILE POLICY, AND IN THE BUSINESS AUTOMOBILE COVERAGE/RENEWAL DECLARATIONS. THE MEMBER HEREBY SELECTS THE LOWER LIMIT OF UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGE STATED IN THIS RENEWAL COVER PAGE, IN THE BUSINESS AUTOMOBILE POLICY, AND IN THE BUSINESS AUTOMOBILE COVERAGE / RENEWAL DECLARATIONS.

(Signature of Authorized Member Representative)
Central Virginia Transportation Authority

(Date)



VRSA

Virginia Risk Sharing Association

Coverage Checklist

Member Name: Central Virginia Transportation Authority

Effective Date: 7/1/2021 Termination Date: 7/1/2022

Renew as Expires: **Yes** **No**

----- *If renewing as expires, please skip to the signature line. Otherwise, indicate changes below.* -----

Automobile Liability Coverage

Automobile Comprehensive and
Collision Coverage

Please bind quoted options:
Deductible Amount: _____

Please remove physical damage coverage from all vehicles _____ years or older with a value in excess of \$_____.

Local Government Liability Coverage

General Liability Coverage Only Req. Limit Change of: \$_____

No-Fault Property Damage Coverage.

Excess Liability Coverage Req. Limit Change of: \$_____

Property Coverage
Please bind quoted deductible option of: \$_____

Flood (Special Flood Hazards Zones B, C & X) Req. Limit Change of: \$_____

Flood (Special Flood Hazards Zones A & V) NFIP

Earthquake Req. Limit Change of: \$_____

Extra Expense Req. Limit Change of: \$_____

Boiler & Machinery

Cyber Liability

Fidelity/Crime Coverage

Line of Duty Act Coverage

Workers' Compensation Coverage

If you desire any increased limit, added coverage or deductible option that was not offered above, please state requested change here: _____

Name

Title

Date

