

AGENDA

CVTA TECHNICAL ADVISORY COMMITTEE

Monday, April 12, 2021

1:00 p.m.

Zoom Meeting

Members of the public may observe the meeting via YouTube Live Streaming on the [PlanRVA YouTube Channel](#). Opportunities for sharing comments are described in the [Public Participation](#) guide.

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

(Eure).....

STATEMENT REGARDING VIRTUAL MEETINGS

(Parsons)..... page 1

ROLL CALL & CERTIFICATION OF A QUORUM

(Eure).....

1. Consideration of Amendments to the Action Meeting Agenda

(Eure).....

2. Approval of March 8, 2021 CVTA TAC Action Meeting Minutes

(Eure)..... page 2

Action Requested

3. Public Comment Period – Open

(Eure/5 minutes).....

4. CVTA TAC Chairman’s Report

(Eure/5 minutes).....

5. CVTA TAC Staff Update

(Parsons/Gregory/10 minutes)..... page 8

- a. Finance Committee Summary from 3/10/2021
- b. Draft Memorandum of Agreement (MOA) with GRTC
Information Item

- 6. Regional Project Prioritization Update**
(Walker/15 minutes)
 - a. Regional Priorities Subcommittee Summary from 3/19/21 and 4/2/21
 - b. General Update

- 7. Certification Reporting – FY 2022**
(Parsons/Gregory/15 minutes)
 - a. Updates to Spending Plan Reporting – Action in May
 - b. FY 21 Optional Quarterly Updates – Action in May
 - c. **Annual Reporting Requirements – [Funding Plan](#)** page 16

- 8. Regional Public Transportation Plan – Progress Report**
(Torres/10 minutes)

- 9. Transit Service Governance Report – Progress Report**
(Parsons/10 minutes)

- 10. CVTA TAC Member Comments**
(Eure/5 minutes)

- 11. Next Meeting: May 10, 2021**
(Eure)

- 12. Adjournment**
(Eure)

CAP/nm
 Attachments

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/virtual format, we remain committed to public accessibility and opportunity to participate. Staff provided notice of this meeting to members and the public on April 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
TECHNICAL ADVISORY COMMITTEE (TAC)**

**MEETING SUMMARY
Zoom Meeting
March 8, 2021**

Members and Alternates Present:

Town of Ashland		Charles City County		Chesterfield County	
Nora Amos	x	Rhonda Russell	x	Barbara K. Smith	x
				Chessa D. Walker (A)	x
Goochland County		Hanover County		Henrico County	
Thomas M. Coleman	x	Joseph E. Vidunas	x	Todd Eure, FY21 Chair	x
Todd Kilduff (A)		J. Michael Flagg (A)		Sharon Smidler (A)	x
New Kent County		Powhatan County		City of Richmond	
Justin M. Stauder	x	Bret Schardein	x	Dironna Moore Clarke, FY21 Vice Chair	x
Kelli Le Duc (A)		Andrew Pompei (A)		Travis A. Bridewell (A)	
VDRPT*		VDOT*		GRTC Transit System*	
Jennifer B. DeBruhl	x	R. Shane Mann	x	Adrienne Torres	x
Tiffany T. Dubinsky (A)	x	Mark Riblett (A)	x	Emily E. DelRoss (A)	x
RMTA*		PlanRVA/RRTP0*			
Joi Taylor Dean	x	Chet Parsons	x		

*Non-voting members

The Central Virginia Transportation Authority (CVTA) Technical Advisory Committee (TAC) meeting was held 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 on the [Plan RVA YouTube Channel](#).

CALL TO ORDER

The Central Virginia Transportation Authority (CVTA) Technical Advisory Committee (TAC) Chair, Mr. Todd Eure, presided and called the March 8, 2021 CVTA Technical Advisory Committee (TAC) regular meeting to order at 1:00 p.m.

ATTENDANCE ROLL CALL & CERTIFICATION OF MEETING QUORUM

Nicole Mueller, Program Coordinator, 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 March 8, 2021 agenda was approved by acclamation as presented.

2. Approval of February 8, 2021 CVTA TAC Action Meeting Minutes

On motion of Dironna Moore Clarke, seconded by Barbara K. Smith, the CVTA TAC unanimously approved the minutes of the February 8, 2021 action meeting by acclamation as presented (voice vote).

3. Public Comment Period

Public comment received was emailed to CVTA TAC members, read into the record and posted on the [CVTA TAC webpage](#).

4. CVTA TAC Chairman's Report

As the Central Virginia Transportation Authority continues to monitor state and national metrics regarding the ongoing COVID-19 pandemic, the decision has been made in coordination with Chair Thornton to transition the March 26, 2021 meeting of the Authority to a virtual format. The April Authority meeting is tentatively scheduled to take place at [Henrico County's Training Center](#), and the May meeting is tentatively scheduled to take place at the [VDOT Richmond District Offices](#) in Colonial Heights, Virginia.

5. CVTA TAC Staff Update

a. Finance Committee Summary from 2/10/2021

The CVTA Finance Committee recommended approval of the following:

- i. Financial Policies and Procedures for the CVTA
- ii. Draft Memorandum of Understanding (MOU) between the Authority and the City of Richmond
- iii. Payments for quarter 1 and quarter 2 invoices (PlanRVA Support Services and Insurance Premiums)

On February 26th, all items listed were approved by the full Authority.

b. Draft Memorandum of Agreement (MOA) with GRTC

The draft GRTC MOA will go before the CVTA Finance Committee for review and discussion on March 10th. It was also shared with each jurisdiction's legal counsel as this draft MOA may serve as an initial draft of the MOA's that will be presented to the respective local governments for consideration and recommended execution in the near term. The MOA governs financial distributions, the roles and responsibilities between two parties, and includes accountability and reporting mechanisms. Customized MOA's for each respective jurisdiction will be sent out for comments and requested revisions.

6. Regional Project Prioritization Update

Chessa D. Walker, CVTA Regional Priorities Subcommittee Chair, provided a brief summary on the February 18th and March 5th subcommittee meetings.

The Central Virginia Transportation Authority (CVTA) Technical Advisory Committee (TAC) established a subcommittee for the purpose of supporting the regional prioritization process. According to the Virginia Code § 33.2-3701. Subdivision D.1., "thirty-five percent shall be retained by the Authority to be used for transportation-related purposes benefiting the localities comprising Planning District 15." Additionally, § 33.2-3701. Subdivision H. states, "the Authority shall

develop a prioritization process based on an objective and quantifiable analysis that considers the benefits of projects relative to their cost.

The subcommittee focused on defining regional eligibility for this funding source based on available funding. Constraining regional eligibility criteria would allow for prioritization of limited funding while meeting the needs of the region. Proposed eligibility criteria for the following project types were discussed: highway/bridge projects, bike/ped projects, rail projects, intermodal projects, and transit projects.

The next meeting will be held on March 19, 2021 beginning at 1:30 p.m. on refining regional eligibility and prioritization measures. The deadline for completion of the CVTA project prioritization process and delivery to the CVTA TAC is set for the beginning of May.

7. Certification Reporting – FY 2022

a. Discussion on Updates to Spending Plan Reporting

At the February 26th meeting, the Authority accepted the FY 2021 Member Locality Spending Plans and authorized the CVTA Technical Advisory Committee (TAC) to develop the format for FY 2022 spending plans. Staff would like to have the FY22 spending plans finalized by May so it can be in place for the new fiscal year. The plan will be circulated to each jurisdiction for completion.

b. Optional Quarterly Updates – Continuing Eligibility “Checks”

A recommendation to update the nonbinding plan at regular intervals was provided. The committee agreed to allow for an update to the FY21 Spending Plan during the month of May.

c. Annual Reporting Requirements – [Funding Plan](#)

A brief overview of the multi-step process for the annual reporting requirements was provided, starting with the spending plan, updates to the spending plan, and quarterly reports for review and approval by the CVTA. The end of the year reports incorporate the previously mentioned information into the annual certification signed by a Chief Elected Officer or Chief Administrative Officer.

8. Regional Public Transportation Plan – Progress Report

GRTC implemented its [public engagement efforts](#) with an online survey for public input (open until 3/12/21) and an online public meeting on concept alternatives (ridership concept/coverage concept) on March 4th. After public input has been received, another core design retreat is planned for March 15th through the 17th. The next RRTPO Public Transportation Work Group meeting will take place on March 23rd. The draft plan is expected to be completed in April, and the final Regional Public Transportation Plan is planned for completion in May 2021.

9. Transit Service Governance Report – Progress Report

On February 19th, the CVTA Transit Service Governance Subcommittee kickoff meeting was held with AECOM and Eno Center for Transportation to develop the Regional Transit Governance Report. Stakeholder interviews are currently ongoing. A copy of the presentation provided by Stephanie Moaning-Yankson, AECOM, on February 19th is available at: [Evaluation of the Governance Structure of](#)

[Transit Service in the Richmond Region and the Establishment of a Transportation District](#)

The following items will be included in the next agenda:

- Overview of GRTC
- Description of Service
- Governance Structure
- Funding Profile
- Key Findings

a. Subcommittee Membership

The subcommittee agreed to add a representative from Charles City County and Virginia Transit Association (non-voting) as members to the CVTA Transit Service Governance Subcommittee. RideFinders was not added as a member at this time.

b. Schedule

The CVTA Transit Service Governance Subcommittee meets bi-weekly. The next meeting will be held on Friday, March 12th.

11. Next CVTA Technical Advisory Committee Meeting

Chairman Eure noted the next regular meeting of the CVTA TAC will be held on April 12, 2021 beginning at 1:00 p.m. in Richmond, Virginia.

12. Adjournment

Chairman Eure adjourned the meeting at 2:04 p.m. on March 8, 2021.

CAP/nm

Public Comment

Central Virginia Transportation Authority (CVTA) Technical Advisory Committee Meeting on March 8, 2021

From: Carl Schwendeman

Sent: Wednesday, March 3, 2021 12:24 PM

To: CVTA

Subject: Could the Central Transportation Authority fund one of Powhatan's sidewalk projects?

Good day my name is Carl and I have a question. I saw on the proposed budget that Powhatan County has no proposed spending plans for 2021 for the Virginia Transportation Authority.

Is there still time to change that to include one of Powhatan's three sidewalk projects. Such as Powhatan County has a \$450,000-dollar proposal to extend the Village Courthouse sidewalks 900 feet down Skaggs Road from the Intersection of Old Buckingham Road and Skaggs Road to a baseball field?

We also have a 1.9-million-dollar project to extend the village sidewalks 0.7th of a mile from Old Buckingham Road and Mann Road to the Powhatan Middle School.

Powhatan County also has \$480,000 Village sidewalks east by 1,000 feet. Powhatan County even had a debate last night about trying to fund sidewalk expansion in the Village of Powhatan.

Could the CVTA at least add one or two of the \$400,000 village sidewalk projects to its 2021 funding plan for Powhatan County?

Thank you. Carl.



Two drawings of what Huguenot Road could look like if 3 to 5-foot-wide shoulders and a 5-foot-wide sidewalk would be added to it. This is around the intersection of Huguenot Springs and Huguenot Trail about a mile east of that intersection. Mr. Schwendeman also has a few drawings of what Huguenot Springs would look like if it was rebuilt from the Intersection with Huguenot Trail to the Banard's Creek Bridge with shoulders and had some of the dead man's curves removed and a sidewalk added to it.

**MEMORANDUM OF AGREEMENT
BETWEEN THE CENTRAL VIRGINIA TRANSPORTATION AUTHORITY
("CVTA") AND THE GREATER RICHMOND TRANSIT COMPANY ("GRTC")
REGARDING DISTRIBUTION AND USE OF 15% 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") and Greater Richmond Transit Co., a Virginia public service company ("GRTC") (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 local jurisdiction members of the CVTA consist of the counties of Henrico, Chesterfield, Hanover, New Kent, Powhatan, Goochland, Charles City, the City of Richmond, and the Town of Ashland, which localities also comprise Planning District 15; and,

WHEREAS, the Chief Executive Officer of the GRTC serves as an *ex officio*, nonvoting member of the CVTA; 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 for the credit of 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, fifteen percent (15%) of the revenues received by CVTA are to be distributed to GRTC, or its successor, to provide transit and mobility services in Planning District 15 (the "15% Funds"); and,

WHEREAS, among the other requirements of Chapter 1235, the GRTC will deposit all Fund revenues received from CVTA in a separate, special fund ("the GRTC Fund"); and,

WHEREAS, Va. Code § 33.2-3701 further requires GRTC to provide annually to CVTA sufficient documentation as required by CVTA showing that the revenues received from the Fund by GRTC were applied in accordance with CVTA approval and the guidelines required by Va. Code § 33.2-286; 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 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 (“CVTA/Member MOA”), for the purpose of ensuring compliance with Chapter 1235 with regard to 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 GRTC 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 policy 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 GRTC. GRTC will create and administer a separate, special fund for the receipt of CVTA distributions and will deposit all funds from the CVTA in the separate, special fund, pursuant to Va. Code § 33.2-3701(G).

5. CVTA's Distributions of 15% Funds to GRTC.

A. CVTA will make regular distributions of the 15% Funds to GRTC in accordance with applicable law and this Agreement. Such distributions will be deposited into and administered within the separate, special fund established by GRTC for this purpose, as described in paragraph 4 above.

B. CVTA will distribute the 15% Funds to GRTC, with interest at the rate earned by CVTA, if any, and continue such distributions on a monthly basis, subject to CVTA's continued receipt of funds from the Comptroller; provided that GRTC remains in compliance with the terms of this Agreement and all applicable provisions of law.

C. Prior to distributing funds, CVTA will notify GRTC of the amount of the intended distribution. GRTC will certify and accept the transfer amounts before funds are disbursed to it and then confirm receipt of the funds.

6. CVTA Fund Distributions to GRTC.

A. All distributions of funds other than the 15% Funds by CVTA to GRTC will be project-based and made on a reimbursement basis.

B. 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.

C. Upon proper submission of a request for reimbursement, and after review and approval by CVTA, CVTA will transmit payment to GRTC within thirty (30) days after approval of the request for reimbursement. Payment may be made via electronic transfer of funds if the two parties so agree.

D. GRTC may request pre-payment of project costs for specific projects on a case-by-case basis. For such projects, GRTC 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.

E. Prior to distributing funds, CVTA will notify GRTC of the amount of the distribution. GRTC will certify and accept the transfer amounts before funds are disbursed to it and then confirm receipt of the funds.

7. GRTC's Use of 15% Funds. GRTC must apply 15% Funds to operating or capital needs as defined in GRTC's Regional Public Transportation Plan developed in conformance with the guidelines required by Va. Code §33.2-286 and as approved by the CVTA pursuant to the Chapter 1235.

8. GRTC Quarterly Reports and Annual Certification.

A. GRTC will provide a quarterly report of expenditures of 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.

B. GRTC will submit an Annual Certification, report, and all supporting documentation to CVTA on or before December 1st of each year. The report shall demonstrate that GRTC applied CVTA distributions in accordance with CVTA requirements and the Regional Public Transportation Plan. GRTC will submit a financial report as part of its Annual Certification or as a supplement.

C. The CVTA Finance Committee will review the GRTC quarterly expenditure reports and Annual Certification and formally adopt a resolution accepting the reports and acknowledging GRTC's appropriate funds utilization within 90 days of each report's submittal.

D. In the event GRTC fails to provide quarterly expenditure reports or the Annual Certification as required above and CVTA does not grant an extension, the CVTA Board may authorize the CVTA Finance Committee to withhold further distributions of the GRTC 15% Funds until the certification and supplemental information is provided in compliance with this Agreement. Once GRTC 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 GRTC as soon as practicable.

E. If the CVTA Finance Committee identifies deficiencies in any GRTC quarterly expenditure report, Annual Certification, either or both, the CVTA Finance Committee shall inform GRTC in writing of such deficiencies and GRTC 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.

9. Regional Public Transportation Plan.

A. GRTC is charged under Chapter 1235 with developing a plan for regional public transportation ("Regional Public Transportation Plan" or "Plan") within Planning District 15 in collaboration with the Richmond Regional Transportation Planning Organization (RRPTPO) in conformance with the guidelines required by Va. Code § 33.2-286.

B. In order to complete the Plan, GRTC will collaborate with the RRPTPO's Public Transportation Work Group and may procure appropriate assistance from consultants as deemed necessary by the GRTC.

C. All costs associated with the Plan will be paid by GRTC from the 15% Funds GRTC receives from CVTA.

D. GRTC will inform CVTA about the Plan's development on a regular basis or upon CVTA's request.

E. GRTC will complete and submit the Plan to the CVTA within sufficient time for CVTA's consideration and action prior to the end of the fiscal year.

10. 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 13.

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.

11. Restitution. Upon a final determination in the form of a final, non-appealable order of a court of competent jurisdiction, that GRTC 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 GRTC as permitted by applicable law.

12. Maintenance of Records by GRTC and CVTA. GRTC 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, GRTC 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.

13. 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

GRTC:

Chief Executive Officer
Greater Richmond Transit Company
301 East Belt Boulevard
Richmond, Virginia 23224

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

14. Entire Agreement. This Agreement constitutes the entire agreement between GRTC and CVTA and supersedes any prior understanding or agreement between them with regard to any of CVTA's distributions to GRTC of the 15% Funds. 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.

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

16. Governing Law. All issues and questions concerning the construction, enforcement, interpretation and validity of this MOU, or the rights and obligations of GRTC 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.

17. 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.

18. 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.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]
[SIGNATURES ON FOLLOWING PAGE]

DRAFT

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:

Clerk

By: _____

Title: _____

Greater Richmond Transit Company

Attest:

Clerk

By: _____

Title: _____

DRAFT

Central Virginia Transportation Authority

Annual Certification of Expenditures

[Name of Locality or Agency]

All member jurisdictions and agencies of the Central Virginia Transportation Authority (CVTA) receiving revenues from the Central Virginia Transportation Fund (Fund) shall annually provide to the Authority sufficient documentation, as required by the Authority, showing that the revenues distributed under applicable provisions of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) were used for the purpose set forth therein.

Fund revenues returned to member jurisdictions are 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 locality.

Fund revenues distributed to the Greater Richmond Transit Company (GRTC) are to be used to provide transit and mobility services in Planning District 15.

[Name] County/City/Town/Agency has submitted documentation sufficient to meet the requirements of Chapter 37, Title 33.2 of the Code of Virginia (§ 33.2-3701), including but not limited to its spending plans, quarterly reports to the CVTA, and this Annual Certification Report.

Pursuant to and in compliance with these requirements and in the support of the documentation submitted as part of this Annual Certification, I hereby certify, on behalf of [Name] County/City/Town/Agency, having full authority so to do, that all revenues distributed to [Name] County/City/Town/Agency from the Central Virginia Transportation Fund were used in compliance with the applicable provisions of Chapter 37, Title 33.2 of the Code of Virginia (§ 33.2-3701) and consistent with the documentation submitted.

Chief Elected Officer or
Chief Administrator Officer

Date