

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

This Memorandum of Understanding (MOU) is executed as of July 1, 2020 by and between the Central Virginia Transportation Authority (Authority) and the Richmond Regional Planning District Commission (PlanRVA) and describes the support services provided by PlanRVA to the Authority and the terms by which the Authority may continue to engage PlanRVA for these services.

WHEREAS, PlanRVA 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 the purpose of carrying out the approved annual work program; and

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

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

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

Term, Renewal and Termination

1. The initial period of support services shall be through June 30, 2021 and may continue to engage PlanRVA on an annual basis subject to review of performance and need.
2. The Authority may terminate this MOU at any time with at least ninety (90) days' notice 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 to the Authority no later than June 30, 2020.
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.

Compensation and Approved Expenses

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

Support Services Available

7. PlanRVA will provide administrative and support services to the Authority including, but not limited to:
 - a. Oversight of all start up activities described in Exhibit 1
 - b. Planning, facilitation, logistics coordination, public notice and record keeping for all regular and special meetings of the Authority and Committees established through the Bylaws and at the direction of the Chair;
 - c. Other administrative responsibilities related to compliance with Virginia Code and operation of a public body;
 - d. Financial management and record keeping, including revenue and expense management, reconciliation of Authority accounts, financial reporting, and support to the annual audit of internal controls and financial statements;
 - e. Completion of programmatic tasks related to the mission and function of the Authority, including but not limited to:

- i. Regional project prioritization development and implementation;
 - f. Annual reporting, as required or requested, to the General Assembly, Auditor of Public Accounts, Department of Transportation, member jurisdictions.
- 8. PlanRVA may provide additional technical assistance, planning, outreach or other support services 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.

Accountability and Reporting

- 9. PlanRVA will provide, at minimum a quarterly work status report summarizing the major activities undertaken and accomplished during the period including assessment of compliance with key performance indicators identified in Exhibit 2.
- 10. PlanRVA shall maintain record 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 as of the day and year first signed.

[REMAINDER OF PAGE BLANK- SIGNATURES ON FOLLOWING PAGE]

Central Virginia Transportation Authority

By: _____

Date: _____

Frank J. Thornton, Chair

Richmond Regional Planning District Commission (PlanRVA)

By: _____

Date: _____

Martha Heeter, Executive Director