

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

This Memorandum of Understanding (MOU) is executed as of October _____, 2020 by and between the Central Virginia Transportation Authority (Authority) and the Richmond Regional Planning District Commission (PlanRVA) (jointly referred to herein as the Parties) and describes the support services provided by PlanRVA to the Authority and the terms by which the Authority will continue to engage PlanRVA for these services.

WHEREAS, PlanRVA 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*); and,

WHEREAS, PlanRVA provides support services to the Richmond Regional Transportation Planning Organization (RRTPO) pursuant to a Memorandum of Understanding dated December 31, 1984, which includes administrative and technical staff support to the Metropolitan Planning Organization (MPO), 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*; and,

WHEREAS, the Commissioners of PlanRVA during their regular meeting on August 13, 2020, adopted Resolution 2021-01 to offer formation and ongoing support services to the Authority; and,

WHEREAS, the Authority, at its inaugural meeting on August 27, 2020, adopted corresponding Resolution 2021-1 to accept PlanRVA's offer to provide formation and ongoing support services;

NOW, THEREFORE, for the good and valuable consideration, the sufficiency of which is duly acknowledged and accepted, the Parties hereby agree that the Authority engages PlanRVA to provide formation, administrative, operating, and support services pursuant to the terms of this MOU and in accordance with § 33.2-3706 of the *Code of Virginia*, as follows:

1. The initial period of administrative, operating, and support services shall be through June 30, 2021 and shall automatically renew annually until such a time that an alternative staffing arrangement is determined necessary and appropriate and this MOU is terminated.
2. The Authority and PlanRVA 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 \$ _____ for administrative and operating services, general staffing support, and facilitation of general legal counsel.
3. Additional operating expenditures shall be reimbursed to PlanRVA in accordance with the FY2021 annual budget and approved in recognition of initial formation expenditures by PlanRVA on behalf of the Authority prior to the establishment of Authority accounts.
4. PlanRVA will provide formation, administrative, operating, and support services to the Authority including, but not limited to:
 - a. Administration and oversight of all start up activities including, but not limited to:
 - i. Facilitation of revenue transfer agreement(s) with the Virginia Department of Transportation;
 - ii. Establishment of bank account(s) and coordination of investment services as needed and directed;
 - iii. Purchase of insurance coverage;
 - iv. Development of internal controls and financial management practices and policies for the Authority;
 - v. Coordination with the Auditor of Public Accounts for arrangement of the FY2021 Annual Financial Audit;
 - b. Planning, facilitation, logistics, 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. Administrative responsibilities related to financial management and record keeping, including reconciliation of Authority accounts, financial reporting and support to the annual audit of internal controls and financial statements;
 - d. Compliance with the Authority's enabling legislation for programmatic tasks concerning the mission and function of the Authority, including but not limited to:
 - i. Regional project prioritization; and,
 - ii. Regional transit plan development;
 - e. Annual reporting, as required or requested, to the General Assembly, Auditor of Public Accounts, Department of Transportation, and member jurisdictions.
5. 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 to the Authority through the annual budget process.

6. The annual amount agreed upon by the Parties for each fiscal year shall be billed to the Authority by PlanRVA on a quarterly basis. Each quarterly invoice shall also include the cost of any additional services or materials provided by PlanRVA during the quarter covered by that invoice, with reasonable description and information supporting the additional costs billed. 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.
7. In the performance of services for the Authority under this MOU, all PlanRVA staff utilized shall remain as employees of PlanRVA, which shall have sole responsibility for the supervision and direction of those staff members. PlanRVA shall be solely responsible for the compensation and benefits of its employees, the withholding of all amounts required by law or agreement, the maintenance of such insurances covering employees as may be required by law or maintained generally by PlanRVA with respect to its employees, and for compliance with all terms and conditions governing the employment of its employees that may be required by law, agreement, or the terms of any grant or other source of funds provide to PlanRVA.
8. This MOU may be amended only by further written agreement of the Parties. 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 Parties as expressed in this MOU, to the extent practicable.
9. 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.

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 above written.

[REMAINDER OF PAGE BLANK – SIGNATURES ON FOLLOWING PAGE]

Central Virginia Transportation Authority

By: _____

Richmond Regional Planning District Commission (PlanRVA)

By: _____

DRAFT