

AGENDA ITEM #6: HRPDC/HRTPO ORGANIZATIONAL STRUCTURE: SUCCESSION PLANNING

As discussed in Agenda Item #5, there is proposed legislation that would create a regional agency for the purpose of managing HRTF funds for the Hampton Roads region. As prescribed in the proposed legislation, the Hampton Roads Transportation Accountability Commission (HRTAC) would share office space and human resources with the HRPDC, HRTPO, and the Hampton Roads Military and Federal Facilities Alliance (HRMFFA). Currently, the HRPDC, HRTPO, and HRMFFA share a series of Memoranda of Understandings (attached) that address human/physical resources and finance to minimize costs.

With the potential addition of HRTAC and with the announcement of the Executive Director retiring on July 1, 2014, the HRPDC and HRTPO are in a position to discuss the succession planning and organizational structure of the HRPDC and HRTPO.

Executive Director Dwight Farmer will lead the HRPDC and HRTPO on this agenda item.

- Attachment 6-A First MOU between the HRTPO and the HRPDC
- Attachment 6-B Second MOU between the HRTPO and the HRPDC
- Attachment 6-C Third MOU between the HRTPO and the HRPDC
- Attachment 6-D MOU between HRMFFA and the HRPDC

**First
Memorandum of Understanding
Between
The Hampton Roads Transportation Planning Organization
And
The Hampton Roads Planning District Commission**

This Memorandum of Understanding is executed as of July 15, 2009 by and between the Hampton Roads Transportation Planning Organization, hereinafter referred to as HRTPO; and the Hampton Roads Planning District Commission, hereinafter referred to as HRPDC.

WHEREAS, the HRTPO is the Metropolitan Planning Organization for the Hampton Roads Metropolitan Planning Area; and

WHEREAS, the HRPDC shall provide the planning and administrative staff to the HRTPO, hereinafter referred to as Staff, in accordance with regulations as determined by the Federal Highway Administration and the Virginia Department of Transportation; and

WHEREAS, responsibilities of Staff are defined in the annual Unified Planning Work Program which outlines the specific work to be carried out by Staff; and

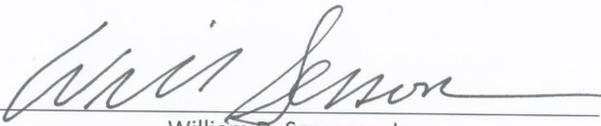
WHEREAS, Staff shall provide planning, technical, and administrative support to the HRTPO Board and Advisory Committees; and

WHEREAS, Staff will execute the following five core functions:

1. Establish a setting: Establish and manage a fair and impartial setting for effective regional decision-making in the metropolitan area.
2. Evaluate alternatives: Evaluate transportation alternatives, scaled to the size and complexity of the region, to the nature of its transportation issues, and to the realistically available options.
3. Maintain a Long-Range Transportation Plan: Develop and update a fiscally-constrained long-range transportation plan for the metropolitan area covering a planning horizon of at least 20 years that fosters
 - a. mobility and access for people and goods,
 - b. efficient system performance and preservation, and
 - c. quality of life.

4. Maintain a Transportation Improvement Program: Develop and update a fiscally-constrained program of transportation projects consistent with the long-range transportation plan. Projects must be included in the Transportation Improvement Program to be eligible for federal funding.
5. Involve the public: Involve the general public and all the significantly affected sub-groups in the four essential functions listed above.

NOW, THEREFORE, it is by mutual agreement that the staff of the HRPDC shall also serve as the staff of the HRTPO pursuant to this Memorandum of Understanding.



William D. Sessoms, Jr.
Chairman

Hampton Roads Transportation Planning Organization



Bruce C. Goodson
Chairman

Hampton Roads Planning District Commission

**Second
Memorandum of Understanding
Between
The Hampton Roads Transportation Planning Organization
And
The Hampton Roads Planning District Commission**

This Second Memorandum of Understanding is executed as of September 16, 2009, by and between the Hampton Roads Transportation Planning Organization, hereinafter referred to as HRTPO, and the Hampton Roads Planning District Commission, hereinafter referred to as HRPDC.

WHEREAS, the HRTPO and the HRPDC are separate and distinct entities that have shared certain facilities, staff and equipment in the past; and

WHEREAS, the HRTPO is fully responsible for the conduct of its affairs and the establishment and oversight of its policies but has limited legal powers under existing laws of the Commonwealth of Virginia; and

WHEREAS, the HRTPO has determined to formally provide for the continued provision of certain services by the HRPDC, and

WHEREAS, by Memorandum of Understanding dated as of July 15, 2009, the HRTPO and the HRPDC set forth certain terms by which the HRPDC will provide planning and administrative staff support to the HRTPO; and

WHEREAS, the HRTPO desires that the HRPDC serve as fiscal agent for the HRTPO, the HRPDC is willing to act in that capacity, and the parties now desire to set forth certain terms and conditions that will govern the provision of those fiscal services by the HRPDC, and the related rights and responsibilities of the respective parties with respect to those services.

WHEREAS, the HRTPO is committed to expeditiously pursue through the legislative process the codification of the rights, duties, powers and responsibilities of Metropolitan Planning Organizations in Virginia and it is the expectation of the parties that this Memorandum of Understanding will be modified accordingly upon the successful enactment of that legislation;

NOW, THEREFORE, the parties hereby agree as follows:

1. All fiscal policies, practices and decisions of the HRTPO shall be established by and under the control and direction of its Board and authorized agents and officers.
2. The HRPDC shall receive, hold and disburse grant and other funds payable or belonging to the HRTPO. All funds and other assets of the HRTPO shall be separately identified in the books and records of the HRPDC.

3. Assets of the HRTPO shall be held and invested only in such accounts or in such form as are authorized for the investment of public funds under the laws of the Commonwealth of Virginia and any other applicable law, regulation or grant requirement.
4. Monthly, the HRPDC staff shall prepare and submit to the HRTPO Board a financial report reflecting all receipts and disbursements through the period covered by the report, and cash and cash equivalents on hand as of the date of the report. The books and records of the HRPDC relating to HRTPO funds and assets shall be open to review and inspection at all times by the officers and Board of the HRTPO, or their designee, upon reasonable notice.
5. To the extent requested by the HRTPO Board or required by any third party, the HRPDC shall serve as the applicant for and recipient of state, Federal and other grants for and on behalf of the HRTPO. The HRPDC shall submit grant applications on behalf of the HRTPO upon approval by the Boards of both parties.
6. In the provision of staff services to the HRTPO, HRPDC staff shall prepare and submit to the Board of the HRTPO for its approval a proposed annual budget. Allocable costs of HRPDC staff performing services for and on behalf of the HRTPO, costs of supplies and equipment to carry out the work of the HRTPO, and allocable costs of overhead and third party services shall be reflected in the proposed budget. Upon approval of the annual budget by the HRTPO, payments and disbursements of HRTPO funds shall be made only in accordance with the approved budget and any amendments thereto approved from time to time by the HRTPO.
7. The provision of all fiscal services by the HRPDC shall in all events conform to and comply with the requirements of all applicable regulations as determined by the Federal Highway Administration, the Virginia Department of Transportation, the provisions of state, Federal or other grants, and all other applicable law.

In Witness Whereof, the parties have caused this Second Memorandum of Understanding to be executed by their duly authorized officers as of the date first set forth above.


William D. Sessoms, Jr.
Chairman
Hampton Roads Transportation Planning Organization


Bruce C. Goodson
Chairman
Hampton Roads Planning District Commission

**Third
Memorandum of Understanding
Between
The Hampton Roads Transportation Planning Organization
And
The Hampton Roads Planning District Commission**

This Memorandum of Understanding (MOU) is executed as of January 16, 2014 by and between the Hampton Roads Transportation Planning Organization, hereinafter referred to as HRTPO, and the Hampton Roads Planning District Commission, hereinafter referred to as HRPDC.

WHEREAS, the HRTPO is the Metropolitan Planning Organization for the Hampton Roads Metropolitan Area; and

WHEREAS, the HRPDC is the Regional Planning Organization for the Hampton Roads Region; and

WHEREAS, the HRPDC provides the planning and administrative staff, hereinafter referred to as Staff, to the HRTPO as per the First MOU, and responsibilities of Staff are defined in the annual Unified Planning Work Programs which outline the specific work to be carried out by Staff; and

WHEREAS, the Personnel and Budget Committee, hereinafter referred to as P&B Committee, previously established by the HRPDC, shall be reorganized to include representatives of both organizations to include: the Chair and Vice Chair of the Boards of the HRPDC and HRTPO, the Treasurer, the Secretary, two Chief Administrative Officers (CAOs) - one from the Southside and one from the Peninsula, and one additional elected official from the HRPDC.

NOW, THEREFORE, it is by mutual agreement that the P&B Committee shall serve both the HRPDC and the HRTPO pursuant to this Memorandum of Understanding.



McKinley Price, Chair
Hampton Roads
Transportation Planning Organization



Kenneth I. Wright, Chair
Hampton Roads
Planning District Commission

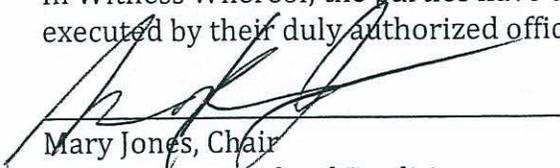
**Memorandum of Understanding
Between
The Hampton Roads Military and Federal Facilities Alliance
And
The Hampton Roads Planning District Commission**

This Memorandum of Understanding (MOU) is executed as of October 1, 2013, by and between the Hampton Roads Military and Federal Facilities Alliance, hereinafter referred to as HRMFFA, and the Hampton Roads Planning District Commission, hereinafter referred to as HRPDC.

The parties hereby agree as follows:

1. All fiscal policies, practices and decisions of HRMFFA shall be established by and under the control and direction of its Board and authorized agents and officers.
2. The HRPDC shall receive, hold and disburse grant and other funds payable to and belonging to HRMFFA. All funds and other assets of HRMFFA shall be separately identified in QuickBooks and reside in the SunTrust checking and money market accounts, and the Monarch CDs attributed to HRMFFA
3. Assets of HRMFFA shall be held and invested only in such accounts or in such form as are authorized for the investment of public funds under the laws of the Commonwealth of Virginia and any other applicable law, regulation or grant requirement.
4. Attachment A to this MOU details the services to be provided by the HRPDC to HRMFFA for an annual fee of \$20,500. It also lists various 'a-la-carte' services that the HRPDC can provide to HRMFFA for an additional fee, depending on which services HRMFFA requests.
5. Monthly, the HRPDC finance staff shall prepare and submit to HRMFFA's Executive Director a financial report reflecting all receipts, disbursements, cash, and cash equivalents on hand as of the date of the report. The books and records of HRMFFA shall be open to review and inspection at all times by the officers and Board of HRMFFA, or their designee, upon reasonable notice. The provision of all fiscal services by the HRPDC shall in all events conform to and comply with the requirements of all applicable regulations as determined by the provisions of State, Federal or other grants, and all other applicable laws.

In Witness Whereof, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the date first set forth above.


Mary Jones, Chair
HR Military & Federal Facilities
Alliance


Thomas G. Shepperd, Jr., Chair
HR Planning District Commission

ATTACHMENT A
Between
The Hampton Roads Military and Federal Facilities Alliance
(HRMFFA)
And
The Hampton Roads Planning District Commission
(HRPDC)
October 1, 2013

The parties hereby agree as follows: The HRPDC will provide the following services to HRMFFA for an annual fee of \$20,500:

- Receptionist to answer incoming calls and direct visitors
- Administrative Support for routine office processes
 - Assistance with mailings, copying, letters, etc.
- Accountant
 - To administer all financial activities
 - QuickBooks
 - Reporting
 - Accounts Payable
 - Accounts Receivable
 - Payroll
- IT Support
 - Internet and phone connectivity
 - Day-to-day computer support

The HRPDC may also provide additional support to HRMFFA for an additional cost, that will be directly billed. These 'a-la-carte' services could include (but not be limited to), for example:

- Assistance with meetings
 - Set up
 - Attendance
 - Power-point assistance
 - Stenographer
 - Food
- Postage
- Copies
- Outside Printing
- Graphics
- Report creation
- Excess IT support
- Annual audit fee