



e: PlanRVAinput@PlanRVA.org
p: 804.323.2033
w: www.PlanRVA.org

AGENDA
Executive Committee
October 13, 2022 – 8:00 a.m.
James River Board Room- PlanRVA and Via Zoom

This meeting is open to the public. Members of the public are invited to attend in-person or virtually. Please alert PlanRVA at PlanRVAinput@PlanRVA.org if electronic transmission of this meeting fails for the public. If such transmission fails, the committee will take a recess until public access is restored. Please refer to our [Statement Regarding Virtual Meeting Participation by Members of the Public](#) for more information.

*If you wish to participate in this meeting virtually, please register via Zoom at the following link:
https://planrva-org.zoom.us/webinar/register/WN_2PMxgFY8QZiFO8C1yFdJCA*

Check out our complete [Public Participation Guide](#) online to learn about the different ways you can stay connected and involved. Meetings are also live streamed and archived on our YouTube Channel at www.youtube.com/c/PlanRVA.

1. **Welcome and Introductions** (Davis)
 - a. **Roll Call of Attendees and Certification of a Quorum** (Firestone)

2. **Request for approval of September 8, 2022, meeting minutes** (McGraw) – page 2
Action requested: a motion to approve the meeting minutes as presented.

3. **Old Business**
 - a. **CVTA Support MOU** (Heeter) – page 4
Action Item: a motion to recommend full Commission approval of MOU.

 - b. **New Office Space Project Budget and Timeline Update** (Heeter)
Information item: Staff will provide an update on the project schedule and move timeline.

 - c. **Key Imperatives- FY2023** (Heeter) – page 16
Action Item: a motion to recommend full Commission approval of the Key Imperatives.

4. **New Business**
 - a. **Policy for All Virtual Public Meetings** (Gregory/Firestone) – page 17
Requested action: a motion to adopt the policy for all virtual public meetings.

 - b. **Policy for Remote Participation of Members** (Gregory/Firestone) – page 20
Requested action: a motion to adopt the policy for remote participation of members.

5. **Adjournment- Target 8:50 a.m.**

**Executive Committee Meeting Minutes
September 8, 2022 – 8:00 a.m.
James River Board Room- PlanRVA and Via Zoom**

LOCALITY	NAME	X (attended)
Charles City County	Byron Adkins	X
Chesterfield County	Christopher M. Winslow	
City of Richmond	Dr. Cynthia Newbille - Virtual	X
Goochland County	Neil Spoonhower (A)	X
Hanover County	Sean Davis, Chair	X
Henrico County	Reverend Tyrone Nelson	
New Kent County	Patricia Paige, Treasurer	
Powhatan County	Michael Byerly, Vice Chair	X
Town of Ashland	Dr. Daniel McGraw, Secretary	

The technology used for the PlanRVA Executive Committee 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 our [Plan RVA YouTube Channel](#). Virtual participation of this meeting by members of the Executive Committee is authorized under the City of Richmond Res. No. 2020-R025, - declaration of a local emergency due to the potential spread of COVID-19, adopted March 16, 2020. The resolution is available [here](#).

1. Welcome and Introductions

Chair Davis called the meeting to order at approximately 8:06 a.m.

a. Roll Call and Certification of a Quorum

Ms. Firestone took roll call of attendees and certified a quorum was present.

2. Request for Approval of July 14, 2022, minutes

Neil Spoonhower made a motion, seconded by Cynthia I. Newbille, to approve the July 14, 2022, meeting minutes. The motion was approved unanimously (voice vote).

3. CVTA Support MOU

Members reviewed the final draft agreement scheduled for consideration by the CVTA in September. Martha Heeter reported that staff only received comment from one person Mr. Perry Miller, who suggested the Term section be revised to be clearer:

*under Term, the language is not precise:
“and shall automatically renew for subsequent five-year terms, upon mutual agreement by the parties, provided the arrangement remains mutually agreeable.”
There is no automatic renewal if it requires mutual agreement. Not sure why it would need an extension of term in the agreement to begin with.*

Staff suggests Mr. Gregory be instructed to make edits to address Mr. Millers comments for inclusion in upcoming CVTA meeting materials. The Finance Committee is scheduled to review on September 14th and the full Authority on September 23rd with a requested action to approve and authorize execution.

4. FY2023 Committee Assignments

Members reviewed the recommendations for committee assignments in FY2023. Staff has requested membership of the Audit, Facilities and Finance Committee remain in place at least through the office relocation to assure continuity in this project's oversight. The proposed committee does include the addition of Ms. Paige as Treasurer. All members of the Public Outreach and Engagement Committee expressed a desire to continue to serve.

Per Section 1 of Article VII of the Commission Bylaws, the Chair may appoint the members of standing committees with concurrence of the Executive Committee. Chair Davis asked committee members to indicate if there was any opposition to the committee appointments as recommended. There was no opposition and the committee was in concurrence.

5. New Office Space Project Budget and Timeline Update

Martha Heeter reported that there have been no changes to the project schedule and budget since July. The permitting process is going well and staff is anticipating the schedule to hold provided all permits are issued by September 13th.

Staff is still planning to work remotely in November with the last in-person meeting held on-site at the Stony Point office on October 14th. Meetings for PlanRVA, RRTPO and CVTA will be hosted at alternative locations for the rest of the calendar year to allow for the move and testing of AV equipment.

6. Key Imperatives- FY2023

Ms. Heeter provided a brief presentation of the five Proposed Key Imperatives for FY2023. Executive Committee. Members were invited to review and give comment through the end of the month as the Key Imperatives will be presented to the full Commission at the October meeting.

Members discussed tying last year's imperatives to the proposed ones to show how the organization has progressed over the past year. Increasing participation in rural planning was also discussed. Solidifying the long-term roles/strategy of PlanRVA's staffing and technical support to the CVTA was another suggestion.

7. Virginia Health Insurance Program Update

Chair Davis reported that there was not enough participation to introduce the program to PlanRVA at this time. A presentation is being planned for early 2023.

8. Other Items/ Announcements

Ms. Heeter reported that PlanRVA was selected for recognition for three projects through the National Association of Development Organization (NADO) Impact Awards. The conference will be held Monday, October 17th through Wednesday, October 19th in Pittsburgh, PA.

Adjournment

Chair Davis adjourned the meeting at 8:43 a.m.

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

This Memorandum of Understanding (MOU) is executed as of July 1, 2022 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 will continue to engage PlanRVA for these services.

WHEREAS, PlanRVA provides support services to the Richmond Regional Transportation Planning Organization, also designated as the Richmond Metropolitan 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 producing and administering the approved annual work program and other transportation planning services, and therefore PlanRVA has demonstrated capability in providing support services to transportation planning and other regional organizations; 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

WHEREAS, the Authority continued the support services agreement for fiscal year 2022; and

WHEREAS, the Authority requested further support from PlanRVA for fiscal year 2023 and beyond, based on initiation of a new staffing structure and an understanding of required support services for the continued operations and administration of the Authority.

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

TERM

The initial period of support services shall be through June 30, 2027 and shall automatically renew for subsequent five-year terms, unless terminated pursuant to the terms provided herein, At the conclusion of the 4th year of any term, the parties will review the MOU and report on its status within 60 days thereafter concerning renewal. This MOU's term may be modified or amended, subject to the provisions of this MOU.

Deleted: upon mutual agreement by the parties, provided the arrangement remains mutually agreeable

Formatted: Superscript

Either party may terminate this MOU at the end of a fiscal year with at least one hundred eighty (180) days' notice prior to the start of the new fiscal year. If this MOU is terminated in compliance with this provision and other terms of the MOU, both parties agree to cooperate on winding down and severing operations in an amicable manner. PlanRVA shall turn over all records, property or other materials necessary for the effective transition of support staffing to the Authority no later than ninety (90) days following the close of the fiscal year.

SCOPE OF SERVICES

PlanRVA will provide the following support services to the Authority:

1. Executive Director and dedicated support staff
 - a. The Authority shall appoint an Executive Director over whom the Authority shall have sole authority. PlanRVA shall employ or contract with the Executive Director at the direction of the Authority and administer all payroll and benefits for the Executive Director and the Authority shall be responsible for all costs associated with the employment of the Executive Director.
 - b. The Authority shall provide for the ongoing direction, priority setting and annual performance expectations and evaluation of the Executive Director.
 - c. The Executive Director, with the Authority's approval and at its sole cost, shall have the authority to appoint additional support staff for the Authority, who shall be PlanRVA employees and whose payroll and benefits shall be administered by PlanRVA or to request additional staff support from PlanRVA, for which PlanRVA shall be compensated at an agreed upon rate.
 - d. The Executive Director shall have direct control, subject to the oversight of the Authority, of the management of the day-to-day administrative affairs of the Authority. The Executive Director shall propose activities to the Authority and shall carry out policies, programs, and projects approved by the Authority, and shall be responsible for preparing and presenting the annual budget. The Executive Director may not contemporaneously serve as a Member of the Authority.

- e. The Executive Director, on specific authorization by the Authority, shall have the power to sign or countersign on its behalf any agreement or other instrument to be executed by the Authority including checks and vouchers in payment of obligations of the Authority.
 - f. PlanRVA shall provide and administer insurance, credit card, travel, and professional development programs and fees or costs for the benefit of Authority support personnel, however, all costs incurred for such programs or benefits shall be paid by the Authority to PlanRVA , plus a 10% administrative fee.
 - g. To the extent permitted by law, the Authority shall indemnify, hold harmless, and release PlanRVA for or from any claims or losses caused by or associated with the conduct, performance, or negligence of the Authority Executive Director.
 - h. The Authority may contract with consultants and qualified professional contractors and other persons as the Authority determines to be necessary to carry out its duties and responsibilities. Such consultants or contractors may not contemporaneously serve as Members of Authority.
 - i. The Executive Director and other Authority support staff are subject to the PlanRVA personnel policy.
 - j. Compensation and benefits of Authority support staff shall be consistent with PlanRVA compensation and benefits plans and shall be administered as part of PlanRVA payroll system. Any fees associated with payroll and benefits administration of any Authority support staff shall be assessed directly to CVTA.
 - k. Health Insurance and Supplemental Benefits provided according to PlanRVA Health Coverage Plans and Offerings.
 - l. Retirement, Life Insurance and other investment benefits administered according to PlanRVA's participation in the Virginia Retirement System.
2. Administrative and Technical Support services to the Authority including, but not limited to:
- a. Administrative, clerk and support services to the Executive Director and Authority to assure effective meeting planning, preparation and record keeping, consistent with policies of the Authority and the Code of Virginia including, but not limited to:
 - i. Preparation of meeting logistics, coordination of member communications and public notices and record keeping for all regular and special meetings of the Authority and Committees established through the Bylaws or other governing documents
 - ii. Annual reporting, as required or requested, to the General Assembly, Auditor of Public Accounts, Department of Transportation, member jurisdictions.

- b. Technical Support and Planning services to the Executive Director to:
 - i. Fulfill the objectives of regional project prioritization and fund allocation, reporting and analysis.
 - ii. Fulfill the objectives of local revenue distribution monitoring and report review and records maintenance.
 - iii. Fulfill the objectives of transit revenue distribution monitoring and report review and records maintenance.
 - iv. Fulfill any additional planning and coordination objectives as deemed appropriate by the Executive Director to assure effective coordination between the responsibilities of the Richmond Regional Transportation Planning Organization and the Authority.

- c. General Operating and support services necessary to effectively manage the functional responsibilities of the organization including:
 - i. Purchasing activities in compliance with the Virginia Procurement Act and all relevant policies of the Authority
 - ii. Public and media relations, outreach and engagement
 - iii. Compliance related to procurement, records retention, freedom of information, conflict of interest and other related state and federal requirements of public authorities organized under Virginia Code
 - iv. Development of various operating and governance policies and procedures
 - v. Additional Services determined necessary and appropriate by the Executive Director including 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 Executive Director and Authority through the annual budget process.
 - vi. Financial management and record keeping of Operating Expenses including reconciliation of expenses charged to the Authority's Operating Accounts, financial reporting and support to the annual audit of internal controls and financial statements
 - vii. Services related to pursuit of federal and state grant opportunities to effectively leverage resources available through the Authority.
 - viii. Shared support services coinvested to maintain coordination and efficiency.

- 3. Facilities, Equipment, Furnishings and supplies, Capital and Digital Assets, and other direct operating expenses including but not limited to:

- a. Office and Meeting Facilities according to square footage required for each employee assigned to CVTA at 80% level or greater and calculation of core/meeting facilities.
- b. Equipment and fixed asset management deemed indistinguishable from equipment and fixed assets maintained by PlanRVA.
 - i. CVTA shall pay for furnishings and equipment for its use.
- c. Website and other digital content development and maintenance.
- d. Direct operating expenses incurred on behalf of the Authority.

ACCOUNTABILITY AND REPORTING

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.

REMUNERATION

The Authority's annual administrative budget and appropriation of funds shall provide adequate funds to be paid to PlanRVA for the proper administration and support services pursuant to this MOU, including but not limited to the employment of the Authority Executive Director and other support staff and services provided or facilitated by PlanRVA.

Annual remuneration paid to PlanRVA shall cover, at a minimum, the total expenditures to be incurred by PlanRVA for the express purpose of supporting the Authority, including:

1. Salaries, benefits, tax payments and other related expenses of personnel identified as necessary for Authority operations, plus a 10% administrative fee.
2. Operating expenses of the Authority incurred by PlanRVA on good faith that reimbursement will be provided, plus a 10% administrative fee.
3. Office space leasing and cost to either maintain or dispose of capital assets, plus a 10% administrative fee.
4. Insurance, travel, and professional development fees or costs for the benefit of Authority support personnel, plus a 10% administrative fee.

Annual compensation schedule may be adjusted based on an agreed upon level of additional support services provided by PlanRVA in a given fiscal year.

AMENDMENT

This MOU may be modified or amended, in writing, subject to the approval of both parties.

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 below.

Central Virginia Transportation Authority

By: _____ Date: _____

Name: _____ Position: _____

Richmond Regional Planning District Commission (PlanRVA)

By: _____ Date: _____

Name: Martha Heeter _____ Position: Executive Director _____

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

This Memorandum of Understanding (MOU) is executed as of July 1, 2022 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 will continue to engage PlanRVA for these services.

WHEREAS, PlanRVA provides support services to the Richmond Regional Transportation Planning Organization, also designated as the Richmond Metropolitan 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 producing and administering the approved annual work program and other transportation planning services, and therefore PlanRVA has demonstrated capability in providing support services to transportation planning and other regional organizations; 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

WHEREAS, the Authority continued the support services agreement for fiscal year 2022; and

WHEREAS, the Authority requested further support from PlanRVA for fiscal year 2023 and beyond, based on initiation of a new staffing structure and an understanding of required support services for the continued operations and administration of the Authority.

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

TERM

The initial period of support services shall be through June 30, 2027 and shall automatically renew for subsequent five-year terms, unless terminated pursuant to the terms provided herein. At the conclusion of the 4th year of any term, the parties will review the MOU and report on its status within 60 days thereafter concerning renewal. This MOU's term may be modified or amended, subject to the provisions of this MOU.

Either party may terminate this MOU at the end of a fiscal year with at least one hundred eighty (180) days' notice prior to the start of the new fiscal year. If this MOU is terminated in compliance with this provision and other terms of the MOU, both parties agree to cooperate on winding down and severing operations in an amicable manner. PlanRVA shall turn over all records, property or other materials necessary for the effective transition of support staffing to the Authority no later than ninety (90) days following the close of the fiscal year.

SCOPE OF SERVICES

PlanRVA will provide the following support services to the Authority:

1. Executive Director and dedicated support staff
 - a. The Authority shall appoint an Executive Director over whom the Authority shall have sole authority. PlanRVA shall employ or contract with the Executive Director at the direction of the Authority and administer all payroll and benefits for the Executive Director and the Authority shall be responsible for all costs associated with the employment of the Executive Director.
 - b. The Authority shall provide for the ongoing direction, priority setting and annual performance expectations and evaluation of the Executive Director.
 - c. The Executive Director, with the Authority's approval and at its sole cost, shall have the authority to appoint additional support staff for the Authority, who shall be PlanRVA employees and whose payroll and benefits shall be administered by PlanRVA or to request additional staff support from PlanRVA, for which PlanRVA shall be compensated at an agreed upon rate.
 - d. The Executive Director shall have direct control, subject to the oversight of the Authority, of the management of the day-to-day administrative affairs of the Authority. The Executive Director shall propose activities to the Authority and shall carry out policies, programs, and projects approved by the Authority, and shall be responsible for preparing and presenting the annual budget. The Executive Director may not contemporaneously serve as a Member of the Authority.

- e. The Executive Director, on specific authorization by the Authority, shall have the power to sign or countersign on its behalf any agreement or other instrument to be executed by the Authority including checks and vouchers in payment of obligations of the Authority.
 - f. PlanRVA shall provide and administer insurance, credit card, travel, and professional development programs and fees or costs for the benefit of Authority support personnel, however, all costs incurred for such programs or benefits shall be paid by the Authority to PlanRVA , plus a 10% administrative fee.
 - g. To the extent permitted by law, the Authority shall indemnify, hold harmless, and release PlanRVA for or from any claims or losses caused by or associated with the conduct, performance, or negligence of the Authority Executive Director.
 - h. The Authority may contract with consultants and qualified professional contractors and other persons as the Authority determines to be necessary to carry out its duties and responsibilities. Such consultants or contractors may not contemporaneously serve as Members of Authority.
 - i. The Executive Director and other Authority support staff are subject to the PlanRVA personnel policy.
 - j. Compensation and benefits of Authority support staff shall be consistent with PlanRVA compensation and benefits plans and shall be administered as part of PlanRVA payroll system. Any fees associated with payroll and benefits administration of any Authority support staff shall be assessed directly to CVTA.
 - k. Health Insurance and Supplemental Benefits provided according to PlanRVA Health Coverage Plans and Offerings.
 - l. Retirement, Life Insurance and other investment benefits administered according to PlanRVA's participation in the Virginia Retirement System.
2. Administrative and Technical Support services to the Authority including, but not limited to:
- a. Administrative, clerk and support services to the Executive Director and Authority to assure effective meeting planning, preparation and record keeping, consistent with policies of the Authority and the Code of Virginia including, but not limited to:
 - i. Preparation of meeting logistics, coordination of member communications and public notices and record keeping for all regular and special meetings of the Authority and Committees established through the Bylaws or other governing documents
 - ii. Annual reporting, as required or requested, to the General Assembly, Auditor of Public Accounts, Department of Transportation, member jurisdictions.

- b. Technical Support and Planning services to the Executive Director to:
 - i. Fulfill the objectives of regional project prioritization and fund allocation, reporting and analysis.
 - ii. Fulfill the objectives of local revenue distribution monitoring and report review and records maintenance.
 - iii. Fulfill the objectives of transit revenue distribution monitoring and report review and records maintenance.
 - iv. Fulfill any additional planning and coordination objectives as deemed appropriate by the Executive Director to assure effective coordination between the responsibilities of the Richmond Regional Transportation Planning Organization and the Authority.

- c. General Operating and support services necessary to effectively manage the functional responsibilities of the organization including:
 - i. Purchasing activities in compliance with the Virginia Procurement Act and all relevant policies of the Authority
 - ii. Public and media relations, outreach and engagement
 - iii. Compliance related to procurement, records retention, freedom of information, conflict of interest and other related state and federal requirements of public authorities organized under Virginia Code
 - iv. Development of various operating and governance policies and procedures
 - v. Additional Services determined necessary and appropriate by the Executive Director including 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 Executive Director and Authority through the annual budget process.
 - vi. Financial management and record keeping of Operating Expenses including reconciliation of expenses charged to the Authority's Operating Accounts, financial reporting and support to the annual audit of internal controls and financial statements
 - vii. Services related to pursuit of federal and state grant opportunities to effectively leverage resources available through the Authority.
 - viii. Shared support services coinvested to maintain coordination and efficiency.

- 3. Facilities, Equipment, Furnishings and supplies, Capital and Digital Assets, and other direct operating expenses including but not limited to:

- a. Office and Meeting Facilities according to square footage required for each employee assigned to CVTA at 80% level or greater and calculation of core/meeting facilities.
- b. Equipment and fixed asset management deemed indistinguishable from equipment and fixed assets maintained by PlanRVA.
 - i. CVTA shall pay for furnishings and equipment for its use.
- c. Website and other digital content development and maintenance.
- d. Direct operating expenses incurred on behalf of the Authority.

ACCOUNTABILITY AND REPORTING

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.

REMUNERATION

The Authority's annual administrative budget and appropriation of funds shall provide adequate funds to be paid to PlanRVA for the proper administration and support services pursuant to this MOU, including but not limited to the employment of the Authority Executive Director and other support staff and services provided or facilitated by PlanRVA.

Annual remuneration paid to PlanRVA shall cover, at a minimum, the total expenditures to be incurred by PlanRVA for the express purpose of supporting the Authority, including:

1. Salaries, benefits, tax payments and other related expenses of personnel identified as necessary for Authority operations, plus a 10% administrative fee.
2. Operating expenses of the Authority incurred by PlanRVA on good faith that reimbursement will be provided, plus a 10% administrative fee.
3. Office space leasing and cost to either maintain or dispose of capital assets, plus a 10% administrative fee.
4. Insurance, travel, and professional development fees or costs for the benefit of Authority support personnel, plus a 10% administrative fee.

Annual compensation schedule may be adjusted based on an agreed upon level of additional support services provided by PlanRVA in a given fiscal year.

AMENDMENT

This MOU may be modified or amended, in writing, subject to the approval of both parties.

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 below.

Central Virginia Transportation Authority

By: _____

Date: _____

Name: _____

Position: _____

Richmond Regional Planning District Commission (PlanRVA)

By: _____

Date: _____

Name: Martha Heeter

Position: Executive Director

Imperatives for Fiscal Year 2023

# 1	# 2	# 3	# 4	# 5
Preserve our Financial Position	Manage Core Operations	Build Relevance and Demand for Services	Drive New Initiatives	Advance Special Priorities
<ul style="list-style-type: none">• Build a Dynamic Financial Planning and Reporting System• Address Capital, Infrastructure Investment Needs• Establish individual Line of Business Plans for each Program Area	<ul style="list-style-type: none">• Implement Brand Strategy & continue Community Engagement Strategy Objectives• Build organizational capacity to meet growing needs• Deliver key Work Program priorities	<ul style="list-style-type: none">• Increase engagement with Commissioners and locality staff• Pursue new opportunities for federal, other funding for the Region	<ul style="list-style-type: none">• Support Regional Visioning Process and Update to Regional Strategic Plan• Innovate Organizational Practices and Procedures	<ul style="list-style-type: none">• Formalize Staffing and Technical Support arrangement with CVTA• Build Collaborative Partnerships for efficiency• Reintroduce PlanRVA to the region

PLANRVA – THE REGIONAL COMMISSION
POLICY FOR ALL-VIRTUAL PUBLIC MEETINGS

Adopted: Month XX, Year

1. AUTHORITY AND SCOPE

a. This policy is adopted pursuant to the authorization of Va. Code § 2.2-3708.3 and is to be strictly construed in conformance with the Virginia Freedom of Information Act (VFOIA), Va. Code §§ 2.2-3700—3715.

b. This policy shall not govern an electronic meeting conducted to address a state of emergency declared by the Governor or the Board of Supervisors. Any meeting conducted by electronic communication means under such circumstances shall be governed by the provisions of Va. Code § 2.2-3708.2.

2. DEFINITIONS

a. “**PlanRVA**” means PlanRVA, the Regional Commission, or the Richmond Regional Planning District Commission or any committee, subcommittee, or other PlanRVA entity.

b. “**Member**” means any member of the PLANRVA.

c. “**All-virtual public meeting**”, means a public meeting conducted by the PlanRVA using electronic communication means during which all members of the public body who participate do so remotely rather than being assembled in one physical location, and to which public access is provided through electronic communication means, as defined by Va. Code § 2.2-3701.

d. “**Meeting**” means a meeting as defined by Va. Code § 2.2-3701.

e. “**Notify**” or “**notifies**,” for purposes of this policy, means written notice, including, but not limited to, email or letter, but does not include text messages or messages exchanged on social media.

3. WHEN AN ALL-VIRTUAL PUBLIC MEETING MAY BE AUTHORIZED

An all-virtual public meeting may be held under the following circumstances:

a. It is impracticable or unsafe to assemble a quorum of PlanRVA in a single location, but a state of emergency has not been declared by the Governor or Board of Supervisors; or

b. Other circumstances warrant the holding of an all-virtual public meeting, including, but not limited to, the convenience of an all-virtual meeting; and

c. PlanRVA has not had more than two all-virtual public meetings, or more than 25 percent of its meetings rounded up to the next whole number, whichever is greater, during the calendar year; and

d. PlanRVA's last meeting was not an all-virtual public meeting.

4. **PROCESS TO AUTHORIZE AN ALL-VIRTUAL PUBLIC MEETING**

a. PlanRVA may schedule its all-virtual public meetings at the same time and using the same procedures used by PlanRVA to set its meetings calendar for the calendar year; or

b. If PlanRVA wishes to have an all-virtual public meeting on a date not scheduled in advance on its meetings calendar, and an all-virtual public meeting is authorized under Section 3 above, the PlanRVA Chair may schedule an all-virtual public meeting provided that any such meeting comports with VFOIA notice requirements.

5. **ALL-VIRTUAL PUBLIC MEETING REQUIREMENTS**

The following applies to any all-virtual public meeting of PlanRVA that is scheduled in conformance with this Policy:

a. The meeting notice indicates that the public meeting will be all-virtual and PlanRVA will not change the method by which PlanRVA chooses to meet without providing a new meeting notice that comports with VFOIA;

b. Public access is provided by electronic communication means that allows the public to hear all participating members of PlanRVA;

c. Audio-visual technology, if available, is used to allow the public to see the members of PlanRVA;

d. A phone number, email address, or other live contact information is provided to the public to alert PlanRVA if electronic transmission of the meeting fails for the public, and if such transmission fails, PlanRVA takes a recess until public access is restored;

e. A copy of the proposed agenda and all agenda packets (unless exempt) are made available to the public electronically at the same time such materials are provided to PlanRVA;

f. The public is afforded the opportunity to comment through electronic means, including written comments, at meetings where public comment is customarily received; and

g. There are no more than two members of PlanRVA together in one physical location.

6. **RECORDING IN MINUTES**

Minutes are taken as required by VFOIA and must include the fact that the meeting was held by electronic communication means and the type of electronic communication means used.

7. **CLOSED SESSION**

If PlanRVA goes into closed session, transmission of the meeting will be suspended until the public body resumes to certify the closed meeting in open session.

8. **STRICT AND UNIFORM APPLICATION OF THIS POLICY**

This Policy shall be applied strictly and uniformly, without exception, to the entire membership, and without regard to the matters that will be considered or voted on at the meeting.

PLANRVA – THE REGIONAL COMMISSION

POLICY FOR THE REMOTE PARTICIPATION OF MEMBERS

Adopted: Month XX, Year

1. AUTHORITY AND SCOPE

a. This policy is adopted pursuant to the authorization of Va. Code § 2.2-3708.3 and is to be strictly construed in conformance with the Virginia Freedom of Information Act (VFOIA), Va. Code §§ 2.2-3700—3715.

b. This policy shall not govern an electronic meeting conducted to address a state of emergency declared by the Governor or the Board of Supervisors. Any meeting conducted by electronic communication means under such circumstances shall be governed by the provisions of Va. Code § 2.2-3708.2. This policy also does not apply to an all-virtual public meeting.

2. DEFINITIONS

a. “**PlanRVA**” means PlanRVA, the Regional Commission, or the Richmond Regional Planning District Commission or any committee, subcommittee, or other PlanRVA entity.

b. “**Member**” means any member of PlanRVA.

c. “**Remote participation**” means participation by an individual member of PlanRVA by electronic communication means in a public meeting where a quorum of PlanRVA is physically assembled, as defined by Va. Code § 2.2-3701.

d. “**Meeting**” means a meeting as defined by Va. Code § 2.2-3701.

e. “**Notify**” or “**notifies**,” for purposes of this policy, means written notice, such as email or letter. Notice does not include text messages or communications via social media.

3. MANDATORY REQUIREMENTS

Regardless of the reasons why the member is participating in a meeting from a remote location by electronic communication means, the following conditions must be met for the member to participate remotely:

a. A quorum of PlanRVA must be physically assembled at the primary or central meeting location; and

b. Arrangements have been made for the voice of the remotely participating member to be heard by all persons at the primary or central meeting location. If at any point during the meeting the voice of the remotely participating member is no longer able to be heard by all persons at the

meeting location, the remotely participating member shall no longer be permitted to participate remotely.

4. **PROCESS TO REQUEST REMOTE PARTICIPATION**

a. On or before the day of the meeting, and at any point before the meeting begins, the requesting member must notify PlanRVA Chair (or the Vice-Chair if the requesting member is the Chair) that they are unable to physically attend a meeting due to (i) a temporary or permanent disability or other medical condition that prevents the member's physical attendance, (ii) a family member's medical condition that requires the member to provide care for such family member, thereby preventing the member's physical attendance, (iii) their principal residence location more than 60 miles from the meeting location, or (iv) a personal matter and identifies with specificity the nature of the personal matter.

b. The requesting member shall also notify PlanRVA staff liaison of their request, but their failure to do so shall not affect their ability to remotely participate.

c. If the requesting member is unable to physically attend the meeting due to a personal matter, the requesting member must state with specificity the nature of the personal matter. Remote participation due to a personal matter is limited each calendar year to two meetings or 25 percent of the meetings held per calendar year rounded up to the next whole number, whichever is greater. There is no limit to the number of times that a member may participate remotely for the other authorized purposes listed in (i)—(iii) above.

d. The requesting member is not obligated to provide independent verification regarding the reason for their nonattendance, including the temporary or permanent disability or other medical condition or the family member's medical condition that prevents their physical attendance at the meeting.

e. The Chair (or the Vice-Chair if the requesting member is the Chair) shall promptly notify the requesting member whether their request is in conformance with this policy, and therefore approved or disapproved.

5. **PROCESS TO CONFIRM APPROVAL OR DISAPPROVAL OF PARTICIPATION FROM A REMOTE LOCATION**

When a quorum of PlanRVA has assembled for the meeting, the PlanRVA shall vote to determine whether:

a. The Chair's decision to approve or disapprove the requesting member's request to participate from a remote location was in conformance with this policy; and

b. The voice of the remotely participating member can be heard by all persons at the primary or central meeting location.

6. **RECORDING IN MINUTES**

a. If the member is allowed to participate remotely due to a temporary or permanent disability or other medical condition, a family member's medical condition that requires the member to provide care to the family member, or because their principal residence is located more than 60 miles from the meeting location PlanRVA shall record in its minutes (1) PlanRVA's approval of the member's remote participation; and (2) a general description of the remote location from which the member participated.

b. If the member is allowed to participate remotely due to a personal matter, such matter shall be cited in the minutes with specificity, as well as how many times the member has attended remotely due to a personal matter, and a general description of the remote location from which the member participated.

c. If a member's request to participate remotely is disapproved, the disapproval, including the grounds upon which the requested participation violates this policy or VFOIA, shall be recorded in the minutes with specificity.

7. **CLOSED SESSION**

If PlanRVA goes into closed session, the member participating remotely shall ensure that no third party is able to hear or otherwise observe the closed meeting.

8. **STRICT AND UNIFORM APPLICATION OF THIS POLICY**

This Policy shall be applied strictly and uniformly, without exception, to the entire membership, and without regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting.

The Chair (or Vice-Chair) shall maintain the member's written request to participate remotely and the written response for a period of one year, or other such time required by records retention laws, regulations, and policies.