



Audit, Facilities & Finance Committee

AGENDA

April 20, 2021 – 1:30 PM

James River Board Room- PlanRVA

VIRTUAL PARTICIPATION AVAILABLE

Committee Members are provided meeting access information to log in via Zoom.
Members of the public may view the live stream of the meeting on YouTube.
A recording of the meeting will be available on our site at its conclusion.

- 1. Welcome and Introductions**
 - a. Statement regarding Virtual Meetings for PlanRVA.....page 2**
 - b. Roll Call of Attendees & Introductions of Guests**
- 2. Old Business**
 - a. March 2021 Meeting Minutes.....page 3**
 - b. Audit Services Engagement**
 - i. Request for authorization to execute engagement letter for FY2021 with Dunham, Aukamp and Rhodes page 6**
 - ii. Review of draft RFP for Audit Services: Fiscal Years 2022-2025..... page 15**
 - c. COVID Relief Update page 38**
- 3. New Business**
 - a. March Financial Statements and FY2021 Projections.....page 40**
 - b. FY2022 Budget and Member Dues Update**
- 4. Closed Session: Office Lease Update**

Targeted adjournment is 2:30 pm



**Opening Statement for Electronic Meetings
PlanRVA Audit, Finance & Facilities Committee Meeting, p 20, 2021**

Due to the 2020 COVID-19 virus, meetings of the Richmond Regional Planning District Commission have transitioned to 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 current period of the Governor's State of Emergency Declaration for COVID.

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 Friday, April 16, 2021. As this meeting will be recorded, audio and visual recordings and materials will be accessible through the PlanRVA website. Any member of the public participating as an observer during the meeting may submit comments or questions at any time via email at info@PlanRVA.org. Additional information for how members of the public may participate are included in the meeting materials and on our website.

For the members who are participating in the meeting today, we ask that you identify yourself first when speaking so we can accurately record the activities of the meeting. Please remember to mute your line when not speaking to minimize additional noise and feedback. You may unmute your line at any time to request acknowledgment from the Chair. Staff will be monitoring the chat functions throughout the meeting to assure we do not overlook anyone wishing to participate, as appropriate, in the discussion.

Does anyone have any questions regarding the process for assuring effective facilitation of this meeting or for how members of the public may participate?

By reading 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.

Now, please indicate your presence by saying "HERE" when your name is called during the roll call. Staff members will also be asked to identify themselves and anyone else who wishes to identify themselves following the roll call of members will be invited to do so.

<PAUSE for Roll Call>



**Audit, Facilities & Finance Committee
March 23, 2020 – 1:30 PM
Meeting Minutes
Virtual Meeting**

Link to meeting recording: <https://www.youtube.com/watch?v=X9ISNSz15iQ>

Members Present:

Mr. Jim Holland, Chair
Dr. Cynthia Newbille, City of Richmond (Virtual)
Ms. Pat O'Bannon, Henrico County
Ms. Patricia Paige, New Kent County (Virtual)
Mr. Canova Peterson, Hanover County

Staff Present:

Diane Fusco, Office Manager
Martha Heeter, Executive Director

Others Present:

Charles Ramsay, Henrico County (Virtual)
Jill Swinger, Warren Whitney (Virtual)
Dan Van Doornik, VML VACo
Eric Gregory, Hefty, Wiley, & Gore (Virtual)

Welcome and Introductions

Chairman Holland called the meeting to order at approximately 1:30 PM.

There were no questions regarding the statement for virtual meetings included in the agenda packet.

Chairman Holland confirmed there was a quorum present for the meeting.

Ms. Fusco took a roll call of members present virtually and in person for the meeting.

Ms. Heeter made introductions of all present at the meeting.

Meeting Minutes

Mr. Peterson offered a motion to approve the minutes included in the agenda packet which was seconded by Ms. Paige. The motion passed by a vote of acclamation with Dr. Newbille abstaining from the vote.

Office Space Planning Update

Ms. Heeter provided an update on the current lease renegotiation and office space planning with the current landlord and Baskervill's role in the project.

February Financial Statements

Ms. Heeter provided a summary of Ms. Swinger's work with the agency since the last committee meeting and plans moving forward with Mr. Van Doornik's help. Steps that were outlined and discussed previously are now underway.

Mr. Peterson asked about expectation for the end of the fiscal year and Ms. Heeter stated the April meeting will include result projections for end of the fourth quarter.

Mr. Peterson question expectation for end of the year. MH adjustment downward. Annual budget for revenue and expenses based on adding new positions which did not happen. Revenue lagging and leave are factors

Chairman Holland asked about leave expectations for the fourth quarter. Ms. Heeter confirmed updates are made monthly.

There was discussion on cost savings efforts such as postage, office supplies, and renegotiation of copier lease.

Ms. O'Bannon suggested asking the landlord for COVID concessions such as lower rent or discount for utility use, etc. Ms. Heeter agreed to work with Mr. Gregory and Mr. Berkey to draft a letter to landlord

Discussion continued regarding the balance sheet and included details on the fund balance, prepaid expenses and assets.

FY2022 Budget and Member Dues

Ms. Heeter reviewed a memo sent out regarding FY2022 budget and member dues. Reduced assessment was due to pandemic related financial crisis and chart reflected requests submitted at \$0.50 per capita.

Chairman. Holland said Chesterfield has capped population at 250,000 but he is working on this issue and does not want PlanRVA to lose funding.

Ms. Heeter shared the FY2022 budget timeline and process. She said the AFFC April meeting will include March financials and projection of year end results. Missing data points should be cleared up by next meeting.

Current opportunities include CVTA renewal of service agreement, general assembly funding increase, and grant opportunities. Mr. Van Doornik is conceptualizing format for new budget and considering future financial management system investment.

Ms. Heeter said the April full commission will most likely be cancelled. She said last year the budget was reviewed in May by the full commission and then approved in June. The Finance committee AFFC agreed to this timeline

Chairman. Holland asked about any CVTA concerns related to staffing or any other issues. Ms. Heeter noted overlap with personnel assigned to the TPO.

Mr. Peterson suggested PlanRVA will most likely continue to provide administrative support to CVTA. Mr. Holland agreed it is the most cost effective and efficient arrangement and the CVTA Finance Committee has asked for a proposal from PRVA to include staffing.

Mr. Peterson commented on his preference of face to face meetings and would like full commission meetings to be in person. Dr. Newbille agreed on the benefits to meeting in person.

Mr. Spoonhower commented on the good experience with sound for the meeting and agrees on the earlier suggestion to ask the landlord for cost concessions

Dr. Newbille asked about the CVTA contract and if it would include adding administration cost. Ms. Heeter confirmed this fee is added to CVTA invoices.

Adjourn

The meeting was adjourned at approximately 2:15 pm.

Dunham, Aukamp & Rhodes, PLC
Certified Public Accountants

4437 Brookfield Corporate Dr., Suite 205-D
Chantilly, VA 20151

April 7, 2021

Mrs. Martha Heeter, Executive Director
PlanRVA Regional Commission
9211 Forest Hill Avenue, Suite 200
Richmond, VA 23235

To the PlanRVA Commission and Mrs. Heeter:

We are pleased to confirm our understanding of the services we are to provide PlanRVA Regional Commission for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of PlanRVA Regional Commission as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement PlanRVA Regional Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to PlanRVA Regional Commission's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule
- 3) Schedule of Changes in the Commission's Net Pension Liability and Related Ratios
- 4) Schedule of Employer Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies PlanRVA Regional Commission's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance

with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; Specification of Audits of Authorities, Board and Commissions issued by the Auditor of Public Accounts of the Commonwealth of Virginia, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Commissioners of PlanRVA Regional Commission. We cannot provide

assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of PlanRVA Regional Commission's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of PlanRVA Regional Commission's major programs. For federal programs that are included in the 2020 Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the 2020 Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on PlanRVA Regional Commission's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the depreciation schedule, financial statements, schedule of expenditures of federal awards, and related notes of PlanRVA Regional Commission in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the depreciation schedule, financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period

presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on July 31, 2021.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have

not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the depreciation schedule, financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations and schedules we request, prepare approved written summary of recorded Commission board meetings and will locate any documents selected by us for testing

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to PlanRVA Regional Commission; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Dunham, Aukamp & Rhodes, PLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Virginia Department of Transportation or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dunham, Aukamp & Rhodes, PLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Virginia Department of Transportation. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to perform preliminary testing in mid-June, to begin our audit in mid-August and to issue a draft of our report by September 31, 2021. Mark J. Rhodes, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$10,550. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the contract period. Accordingly, our 2018 peer review report accompanies this letter.

We appreciate the opportunity to be of service to PlanRVA Regional Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


Dunham, Aukamp & Rhodes, PLC

RESPONSE:

This letter correctly sets forth the understanding of PlanRVA Regional Commission.

Signature: _____

Martha Heeter

Title: Executive Director _____

Date: _____

Signature: _____

Title: _____

Date: _____



RICHMOND REGIONAL PLANNING DISTRICT COMMISSION

REQUEST FOR PROPOSALS

RFP#

FINANCIAL AND COMPLIANCE AUDIT

ISSUE DATE:

SUBMISSION DEADLINE:

RICHMOND REGIONAL PLANNING DISTRICT COMMISSION

REQUEST FOR PROPOSALS

FINANCIAL AND COMPLIANCE AUDIT

RFP (#)

I. INSTRUCTIONS TO OFFERORS

Proposals will be received but not later than 12:00 p.m., local time prevailing, for Financial and Compliance audit services for the Richmond Regional Planning District Commission (PlanRVA) for each completed fiscal year beginning July 1, 2022 through June 30, 2025. Consultation on financial and/or accounting matters will begin January 1, 2022 and continue through December 31, 2025. Submissions should be marked on the outside of the envelope with "Subject RFP #".

One signed copy of your proposal must be submitted digitally to finace@PlanRVA.org. Any proposal received after the deadline will not be considered. Failure to comply with these requirements will cause a rejection of the proposal.

PlanRVA reserves the right to reject any or all proposals submitted and also to make award where it appears to be in the best interest of the Commission.

Questions concerning this Request for Proposal should be directed to Director of Finance, at (804) 323-2033 or FinDir@PlanRVA.org.

II. BACKGROUND AND PROCUREMENT OBJECTIVES

PlanRVA was formed by local governments in 1968 under the authority of the Virginia Area Development Act and reauthorized by the Regional Cooperation Act of 1995. The Commission is a public body corporate and politic with all the powers and duties granted to it by the laws of the Commonwealth of Virginia including the Virginia Area Development Act and the Regional Cooperation Act of 1995. The purpose of the Commission is to promote the orderly and efficient development of the physical, social, and economic elements of the Planning District by planning, encouraging, and assisting governmental subdivisions to plan for the future. A board of Commissioners appointed from nine member jurisdictions governs the organization. The governing body is comprised of elected officials, local planning commissioners, and business and civic leaders throughout the Region.

The Commission acts as the legal entity that receives funding for the Richmond Regional Transportation Planning Organization (RRTPO) which is the federally designated regional transportation planning organization that serves as the forum for cooperative transportation decision-making in the Richmond Metropolitan Area. The RRTPO was established under Section 134 of the Federal Aid Highway Act of 1973, as amended, for maintaining and conducting a "continuing, cooperative and comprehensive" transportation planning process that results in plans and programs consistent with the comprehensively planned development of the Richmond urbanized area.

The accounts of the Commission are organized based on fund types. The operations of each fund are accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues and expenditures. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and how spending activities are controlled.

The Commission follows the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when they become measurable and available to pay liabilities of the current period. Governmental grant revenues are recognized based on expenditures incurred. Revenues not considered available are recorded as deferred revenues. Expenditures are recorded when the liability is incurred.

Historically, the Commission has issued a Request for Proposal (RFP) every three to six years to obtain new viewpoints for advice in the design of appropriate internal control and reporting systems to ensure proper fiscal management, which instills local government confidence in the organization. PlanRVA desires, through this Request for Proposals and a related service contract award to prepare the annual financial and compliance audit report and management letters of for each fiscal year ending June 30 and provide consultation on financial and/or accounting matters for the period beginning January 1, 2022 through December 31, 2025.

III. SCOPE OF WORK

A. The Contractor shall provide professional financial accounting services required to conduct the annual audit. The audit shall be conducted in accordance with:

- *Generally Accepted Auditing Standards*;
- *Government Auditing Standards* issued by the Comptroller General of the United States;
- the provisions of OMB's Super Circular that sets forth guidance on administrative requirements, cost principles and audit requirements for Federal awards;
- *Specifications for Audits of Authorities, Boards, and Commissions* issued by the Virginia Auditor of Public Accounts and Governmental Accounting Standards Board Statement Number 34; and
- *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments*.

The audit shall result in the preparation of financial statements from the audited records of the Commission with the Contractor's opinion thereon. The audit report shall also include the Contractor's findings and recommendations concerning the financial management practices and the handling of funds.

B. The Contractor shall provide and present a draft audit report to the staff and Audit, Facilities and Finance Committee within sixty (60) days after the end of the fiscal year and submit a final audit report to the Executive Committee and Board on the second

Thursday of October following the end of the audited fiscal year and be available to address the Executive Committee and full Board on any audit findings.

- C. In connection with the preparation of the above noted annual audit report; the Contractor shall submit a detailed financial management letter with recommendations for improvement in internal control, accounting systems and procedures. This management letter is to be issued under separate cover. It should be provided at the same time the annual audit report is provided.
- D. The Contractor shall provide a digital copy of the final audit report for distribution.

IV. SUBMISSION REQUIREMENTS, SELECTION PROCESS AND CRITERIA

A. Proposal Content Requirements

The proposal shall, at a minimum, include the following items:

1. Discussion of Offeror's experience in performing required governmental audits according to specifications contained herein, evaluating automated financial management systems, and recommending internal control or reporting changes to improve the client's fiscal management capability.
2. Discussion of the Offeror's experience specific to auditing regional public agencies (e.g., planning district commissions, public service authorities, etc.) like PlanRVA.
3. A detailed explanation of Offeror's assignment of personnel and qualifications of the assigned personnel.
4. A detailed explanation of the audit approach and illustrations of procedures to be performed.
5. Proposed schedule for project completion for at least the first fiscal year of review and evaluation.
6. Proposed fee structure for performing the annual audit for the requested period and providing consultation and support throughout each covered fiscal year. Fees may change over the course of the engagement but must be included in this proposal for consideration.
7. A list of three references including the name, address, email, and telephone number of an appropriate contact person.

Proposal offerors are encouraged to review the Criteria for Selection to determine other information which may be supplied to be fully responsive to the criteria upon which the evaluation of the proposal will be based.

B. Submittal Specifications

One (1) signed digital copy of the proposal must be submitted to PlanRVA no later than 12:00, Noon, on _____, via email to Finance@PlanRVA.org.

Submittal emails should be clearly marked as being submitted in response to this RFP with the subject line reading "PlanRVA RFP # ____".

C. Proposal Evaluation Process and Contract Negotiations

1. Selection Process

A proposal evaluation and selection committee, acting on behalf of PlanRVA and consisting of the Chairman of the Audit, Facilities and Finance Committee (or designee), a representative of the Executive Committee (or designee), and PlanRVA Staff, will be organized to review and evaluate all proposals received.

Following the evaluation of the proposals submitted, the Selection Committee shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible, and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project.

Please include in the response to the RFP your fee for each year of the audit.

No additional fees will be paid for consultation on financial/accounting matters as issues of this nature arise very infrequently. At the conclusion of discussion, based on the evaluation factors described in the RFP and all information developed in the selection process to this point, the Committee shall select in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

A copy of our standard contract General Conditions is included with this RFP. If the contract is satisfactory and advantageous to PlanRVA and the Offeror and the proposed fee are considered fair and reasonable, the award shall be made to that Offeror. Otherwise, discussions with the Offeror ranked first shall be **formally terminated** and discussions will be conducted with the Offeror ranked second, and so on until such contract and the proposed fee can be mutually agreed upon.

PlanRVA reserves the right to reject all proposals received and initiate a new competitive proposal process. Should the Selection Committee, acting on behalf of PlanRVA, determine in writing in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated with and awarded to that Offeror. If negotiations are unsuccessful, PlanRVA reserves the right to issue a new Request for Proposals.

2. Selection Criteria

In evaluating proposals, the Committee will consider:

- a. Responsiveness and completeness of the proposal with respect to this RFP. Please be sure to submit a complete proposal.
- b. Experience of the Firm. Identify headquarters and nearest office and identify the office that will serve as the managing office of the audit. State the number of years the firm and local office have been in business. Describe the firm's participation in AICPA-sponsored or comparable quality programs.

- c. **Project Staffing.** Describe the experience in government audits of each senior and higher-level person to be assigned to the audit, the branch office out of which this individual works, years in each job and position while on each audit. Indicate the percentage of time the senior or in-charge auditor will be on-site.

Describe the relevant educational background of everyone assigned to the audit. This should include seminars and courses attended within the past three years.

Describe in detail any additional resources that your firm would have available for review and consultation concerning specific technical matters involved in this audit.

Provide an estimate of the total hours you expect to be spent on this job by management, senior auditor, and staff auditors.

- d. **Virginia Local Government and Regional Agency References.** Provide a list of the local office's municipal and regional government agency audit clients for the current year and the five preceding fiscal years. Indicate the type(s) of services performed and the number of years served for each. Also, indicate the years in which each client received a Certificate of Conformance. Provide the name of a reference and the individual's telephone number for any public service authority or member local government audited for fiscal year 2020 or fiscal year 2021.
- e. **Audit and Management Approach.** Describe the approach to the audit as presented herein. This should include at least the following points:
- Time of each significant phase of audit work.
 - Use of materiality and how it is calculated.
 - Type of audit program used (tailored to specific engagement, standard government or standard commercial).
 - Use of statistical sampling.
 - Organization of audit team and approximate percentage of time spent on the audit.
 - Typical assistance expected from the PlanRVA staff, generally.
 - Tentative schedule for completed audit within the deadlines specified herein.
- f. **Cost Estimate.** Please include information regarding your firm's proposed fee with your initial proposal.
- g. **Responsiveness to questions at interview** (if Offeror is selected for competitive negotiation interviews).

V. CONTRACT FORM, TERM AND OWNERSHIP OF DOCUMENTS

- A. The Contractor chosen will be required to execute the contract in Exhibit 2 or one with substantially similar terms.
- B. The term of this contract will be from the date of contract signing through December 31, 2025. PlanRVA requests the right of extension for subsequent years to be mutually agreed upon by the PlanRVA and the Contractor.
- C. In the event of termination for any reason, all finished or unfinished documents, data, records, and reports prepared by the Contractor under this contract shall become the property of PlanRVA and be delivered by the Contractor or its successor, for use by Pla RVA in completing the audit. Such use by PlanRVA **shall not** result in additional compensation to the Contractor.

VI. INSURANCE

The Contractor shall be required to carry for the life of the contract with PlanRVA, Professional Liability Insurance, with a company licensed to do business in the Commonwealth of Virginia, such as to protect itself and PlanRVA from claims which may arise out of or because of the execution of the work, whether such execution be by the Contractor, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to protect in full PlanRVA and the public from all claims for injury and damage resulting from any actions on the part of the Contractor or his force enumerated above. Insurance limits shall be \$1,000,000 per occurrence and \$1,000,000 aggregate in addition to any other contractual liability assumed by the Contractor, and the Contractor shall deliver a Certificate of Insurance from carrier(s) acceptable to the Contractor specifying such limits to PlaRVA. In addition, the Contractor shall guarantee that the insurer shall agree to give PlanRVA thirty (30) days written notice of its decision to cancel, change or fail to renew coverage for the Contractor.

The Contractor shall provide insurance certificates showing compliance with the above requirements to the satisfaction of PlanRVA before the award of contract. Failure to comply with this requirement may be cause for termination of a resulting contract, in the sole discretion of PlanRVA.

VII. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

- A. The Contractor shall indemnify and hold PlanRVA and its officers, agents, and employees harmless from and defend against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the Contractor's providing or failing to provide any product, goods or services required under the Request for Proposals or related contract, including but not limited to any such claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, or to economic loss; provided, however, that the Contractor's indemnification obligation under the scope of service under any contract shall be limited to claims, damages, losses, and expenses caused in whole or in part by any act or omission of the Contractor,

or any subcontractor (a "Subcontractor") performing work required by the Contractor's contract with PlaRVA, or anyone directly or indirectly employed by any of them or anyone for whose acts the Contractor or any Subcontractor may be liable, regardless of whether or not such claims, damages, losses, and expenses are caused in part by a party indemnified hereunder.

- B. The Contractor's indemnification obligation in Part VII (A) of this Agreement, with respect to any and all claims by any employee or statutory employee of the Contractor, or any Subcontractor, or by anyone directly or indirectly employed by any of them, or anyone for whose acts the Contractor or Subcontractor may be liable, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Acts, Disability Benefits Acts or other Employee Benefit Acts.

VIII. RESPONSIBILITIES OF THE PARTIES

A. PlanRVA responsibilities:

1. Compile documents and prepare work papers, schedules and analyses of funds required for the completion of the audit.
2. Provide or make available to the Contractor all pertinent information in its possession that the Contractor deems necessary for the successful implementation of this contract, which may lawfully be released.
3. Designate a person to act as the representative and to provide the person so designated with authority necessary to administer the provisions of a resulting contract.
4. Provide an appropriate and reasonable work area within or in close proximity to the PlaRVA office for the conduct of fieldwork.

B. Contractor's responsibilities:

1. Develop a schedule of audit tasks with appropriate due dates
2. Prepare the draft and final audit report and management representation letter and recommendations. A draft copy of the final audit report must be provided in adequate time to include in meeting material distribution prior to the Board meeting on the second Thursday of September following the fiscal year audited.
3. Attend meetings, as requested, with the Audit, Facilities and Finance Committee Chairman before beginning the major portion of the audit work as well as after completion of the draft report and management letter. In addition, a presentation of the final audit report will be made to the Executive Committee and Board on the second Thursday of September following the fiscal year audited.

IX. TERMINATION

A. Termination for Default

The Contractor's right to perform this contract may be terminated by PlanRVA in the event services are not performed as called for in the contract. Thereafter, PlanRVA may have the service performed by others and the Contractor shall be liable for all costs to PlanRVA in excess of the contract price for the remaining portion of the contract. The Contractor will be notified of this termination in writing by PlanRVA.

B. Termination for Convenience

PlanRVA may terminate this contract for convenience. If PlaRVA elects to terminate the contract, written notice will be mailed, by U.S. Certified Mail-Return Receipt Requested, at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and materials provided to the satisfaction as of the termination date. Upon such termination, PlaRVA shall not be responsible for any payment for work performed by the Contractor after the termination date, or for the lost profit or revenue anticipated by the Contractor for the canceled portion of the contract. The Contractor will be notified of this termination in writing by PlaRVA.

C. Termination for Non-Appropriation

The contract will automatically terminate upon failure of the Board to appropriate funds for its continuation. The Contractor will be notified of this termination in writing.

X. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor must agree as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

XI. PAYMENT METHOD

The Contractor shall email its invoice for services rendered within ten (10) days following the presentation of the annual audit report to the Board. The Contractor's invoice shall indicate total hours of service, by personnel and activity, in performance of the annual audit. Subsequent billings for any additional authorized work shall be submitted monthly.

All payments for amounts approved shall be remitted to the Contractor within thirty (30) days following receipt of the billing invoice.

XII. SERVICE DATES

It is currently anticipated that PlanRVA will award a service contract with the selected proposal Offeror on or about . The Contractor shall begin service as soon as practical in preparation for the end of the fiscal year. The audit report shall be completed within ninety (90) days after the close of each fiscal year.

XIV. GOVERNING LAW

This RFP and any contract resulting from this RFP shall be situated in the City of Richmond, Virginia, and shall be governed, construed, and interpreted according to the laws of the Commonwealth of Virginia.

CERTIFICATION OF NON-COLLUSION

My signature below certifies that the accompanying proposal is not the result of or affected by an act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Article 1.1 of the Code of Virginia. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Governmental Bid Rigging Act, the Virginia Antitrust Act, and federal law, and can result in fines, prison sentences, and civil damage awards.

I agree to abide by all conditions of this Bid or Proposal and certify that I am authorized to sign this Bid or Proposal for the Offeror.

Name of Bid or Proposal Offeror:_____

Address:_____

Signature:_____

Name (Type or Print): _____

Official Title:_____

Date:_____

Telephone Number:_____

NOTARY PUBLIC:

Subscribed and Sworn before me this_____day of _____, 20_____.

_____(Seal)

My commission expires:_____

GENERAL TERMS AND CONDITIONS

I.1 DEFINITIONS

- I.1.1 “Department Head” means leadership of Richmond Regional Planning District Commission.
- I.1.2 “Duly authorized representative” means any person authorized in writing by the department head to act for the department head in connection with this AGREEMENT.
- I.1.3 “Purchasing Agent” means Richmond Regional Planning District Commission.
- I.1.4 “Work” means Contracted Services for the Richmond Regional Planning District Commission
- I.1.5 “Contractor” shall mean: Vendor selected to perform the work.

I.2 AGREEMENT PERIOD

The term of this AGREEMENT shall commence effective March 15, 2021 and continue through the next four fiscal years, expiring on June 30, 2025.

I.3 COMPLIANCE WITH LAWS

CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local government, which may in any manner affect the performance of this AGREEMENT, including, without limitation, the Commonwealth of Virginia Building Codes.

Procedures for Agreement disputes, appeals, and protests shall be governed by the Virginia Public Procurement Act, where applicable.

I.4 TAXES

The Richmond Regional Planning District Commission is exempt from excise taxation by virtue of exemption certificate No. 546020697. Completion of such documents as may be necessary will occur for CONTRACTOR to comply with applicable tax laws and regulations.

The price or prices quoted herein shall include all other federal and state, direct and indirect taxes which apply.

I.5 NOTICE

All communications and notices provided for herein shall be in writing, delivered personally or by certified mail, to CONTRACTOR by name and address listed on the proposal; to the department head by name and address listed on the cover here and to:

Project Manager
9211 Forest Hill Avenue, Suite 200
Richmond, Virginia 23235

I.6 NONDISCRIMINATION

During the performance of this AGREEMENT, CONTRACTOR agrees as follows:

- I.6.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, creed, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of CONTRACTOR. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- I.6.2 CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.
- I.6.3 Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- I.6.4 CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- I.6.5 CONTRACTOR will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

The Contractor will comply with the acts and regulations relative to non-discrimination which are herein incorporated by reference and made a part of this AGREEMENT. During the performance of this AGREEMENT, the CONTRACTOR, for itself, its assignees, and successors in interest (herein referred to as the CONTRACTOR) agrees as follows:

1.6.6 The contractor will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

1.6.7 The CONTRACTOR, with regard to the work performed by it during the AGREEMENT, will not discriminate on the grounds of race, color, or national origin in the selection and retention of a subcontractor, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulation, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

1.6.8 In all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this AGREEMENT and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

1.6.9 The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COMMISSION or federal or state or local funder to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the COMMISSION and will set what efforts it has made to obtain the information.

1.6.10 In the event of CONTRACTOR's noncompliance with the Non-discrimination provisions of this AGREEMENT, the COMMISSION will impose such AGREEMENT sanctions as it may determine to be appropriate, including, but not limited to:

1.6.10.1 Withholding payment to the CONTRACTOR under the AGREEMENT until the CONTRACTOR complies; and/or

1.6.10.2 Cancelling, terminating, or suspending an AGREEMENT, in whole or in part.

1.6.11 CONTRACTOR will include the provisions of the above paragraphs (1.6.6: 1.6.11) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the COMMISSION may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened by litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may

request the COMMISSION to enter into any litigation to protect the interests of the COMMISSION. IN addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this AGREEMENT, the CONTRACTOR, ofr itself, its assignees, and successors in interest (hereinafter referred to as CONTRACTOR) agrees to comply with the following Non-discrimination statutes and authorities; including but not limited to the following Non-Discrimination Authorities:

1.6.12 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

1.6.13 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42. U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

1.6.14 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

1.6.15 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27);

1.6.16 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

1.6.17 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin or sex);

1.6.18 The Civil Rights Restoration Act of 1987, *PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

1.6.19 Titles I and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by the Department of Transportation Regulations at 49 C.F.R. Parts 37 and 38;

1.6.19 The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

1.6.20 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-

discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

1.6.21 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (79 Fed. Reg. at 74087 to 74100);

1.6.22 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

I.7 DRUG-FREE WORKPLACE

CONTRACTOR agrees to (i) provide a drug-free workplace for CONTRACTOR'S employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR that CONTRACTOR maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Agreement awarded to a CONTRACTOR in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the AGREEMENT.

Contractor agrees that no employee or agent of CONTRACTOR of any kind will possess or cause to be possessed alcohol and/or illegal or controlled substances upon COMMISSION'S leased or owned property or workspace or within 500 feet of COMMISSION property and facilities.

I.8 PRICE, PAYMENT, AND SERVICES

1.8.1 The total cost for the Services under any Task Order issued pursuant to this AGREEMENT shall be agreed upon mutually.

1.8.2 Payment for services provided under this AGREEMENT shall be based solely on the terms specified in the subject task order.

I.9.2.1 Payment Schedule

The CONTRACTOR shall make application for payment as defined in the terms of each specified task order. The COMMISSION shall make payment upon review and acceptance of the work submitted in each Application for Payment. The COMMISSION will make payments to CONTRACTOR in thirty (30) days after invoice receipt, verification and acceptance of each invoice. COMMISSION shall notify CONTRACTOR of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

- I.8.3 The Minimum services provided shall be set forth in the Task Order description and shall be of like kind to those services requested in Exhibit 3.
- I.9.4 When Additional Work, Time and/or Expenses are required to fulfil the objectives of a given Task Order, the CONTRACTOR will prepare a "Change Order" describing the additional work and/or expenses, the cause of the additional work and/or expenses. These services and/or expenses shall be reviewed and authorized by the COMMISSION. The CONTRACTOR shall not proceed with additional work, time and/or expenses until the COMMISSION authorizes them in writing.

I.9 STANDARD OF CARE

CONTRACTOR shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

I.10 QUALITY CONTROL AND INSPECTION

- I.10.1 COMMISSION, by its Procurement Manager, or any person whom he or she shall designate, shall have a right to inspect any services and/or products supplied by CONTRACTOR in carrying out this AGREEMENT.
- I.10.2 COMMISSION does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this AGREEMENT.
- I.10.3 CONTRACTOR shall be responsible for the agreed quality and standards of all materials, components, or completed work furnished under this AGREEMENT up to the time of final acceptance by COMMISSION.

I.10.4. Completed work not complying with the requirements of this AGREEMENT shall be rejected by the Procurement Manager and shall be corrected by CONTRACTOR at no cost to COMMISSION.

I.11 DELIVERABLES

Services shall be completed to the satisfaction of COMMISSION by the date specified in this AGREEMENT. Completed services not complying with the requirements of this AGREEMENT will be rejected by the Procurement Manager and shall be corrected by CONTRACTOR at no cost to COMMISSION. In case of failure to complete services in accordance with the terms and conditions of this AGREEMENT, COMMISSION, after due oral or written notice, may perform the services and/or have the services performed and hold CONTRACTOR responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of nonconforming services, they may be accepted and payment shall be made at a reduction in price determined by reasonable price concept. This remedy shall be in addition to any other remedy which COMMISSION may have.

I.12 RESPONSIBILITY FOR PROPERTY

CONTRACTOR shall be liable for any loss or destruction of, or damage to, property of COMMISSION caused by the negligence or wrongful acts or omissions of CONTRACTOR or CONTRACTOR'S representatives, agents, or employees. Title and risk of loss or damage relating to the services provided by CONTRACTOR shall be the responsibility of CONTRACTOR until final acceptance by COMMISSION.

I.13 SECRECY OF COMMISSION'S DATA

CONTRACTOR shall not use or disclose to third parties any data, designs, or other information belonging to or supplied by or on behalf of COMMISSION, without first obtaining the prior written authorization of COMMISSION. Upon COMMISSION'S request, such data, designs, or other information, including all copies thereof, shall be returned to COMMISSION. Where COMMISSION'S data, designs, or other information is furnished to CONTRACTOR'S suppliers for procurement of supplies for use in the performance of COMMISSION'S orders, CONTRACTOR shall insert the substance of this provision in its orders.

I.14 ASSIGNMENT AND SET-OFF

No part of this AGREEMENT, nor the AGREEMENT itself may be transferred or assigned to any other party by CONTRACTOR without the express, written consent of COMMISSION.

This AGREEMENT shall be binding upon all successors, assigns, employees, or other agents of CONTRACTOR. CONTRACTOR shall not delegate any duties, nor assign any rights or claims under this AGREEMENT, without prior written consent of COMMISSION (but in no case shall the consent relieve CONTRACTOR from its obligations or change the terms of the AGREEMENT). CONTRACTOR shall not transfer or assign any AGREEMENT funds or claims due or to become due without the written approval of the Purchasing Agent having first been obtained. All claims for monies due or to become due from COMMISSION shall be subject to deduction by

COMMISSION for any set-off or counterclaim arising out of this or any other of COMMISSION'S purchase orders with CONTRACTOR, or for any other liquidated debt from CONTRACTOR to COMMISSION, whether or not any such assignment is made, and whether such set-off or counterclaim arose before or after any such assignment by CONTRACTOR.

I.15 NON-INFRINGEMENT

To the extent that the services are provided relating to detailed designs not originated and furnished by COMMISSION, or by a process or method the use of which is not specifically directed by COMMISSION, CONTRACTOR guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save COMMISSION and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. CONTRACTOR shall defend, at its own expense, any action or claim in which such infringement is alleged, provided CONTRACTOR is notified within a reasonable time of such action or claim against COMMISSION. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by CONTRACTOR was designed.

I.16 BANKRUPTCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against CONTRACTOR or in the event of the appointment, with or without CONTRACTOR'S consent, of an assignee for the benefit of creditors or of a receiver, COMMISSION shall be entitled to cancel any unfilled part of this AGREEMENT without any liability whatsoever.

I.17 CHOICE OF LAW AND VENUE; NO ARBITRATION OR MEDIATION

This AGREEMENT between the PARTIES evidenced hereby, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia. Venue for any action arising hereunder shall be in the Circuit Court for the City of Richmond, Virginia. Nothing under this AGREEMENT shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from this AGREEMENT. CONTRACTOR and COMMISSION hereby waive any and all rights to arbitration under the laws of Virginia, the United States, or otherwise.

I.18 INDEMNIFICATION

CONTRACTOR shall save, defend, hold harmless and indemnify COMMISSION, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or

personal injury to any person, including CONTRACTOR'S employees, of whatsoever nature or kind to the proportionate extent arising out of, as a result of, or in connection with such performance caused by the negligent actions or omissions of CONTRACTOR, its employees, agents, subcontractors, or representatives. Without in any way limiting the foregoing, CONTRACTOR and its subcontractors shall maintain public liability and property damage insurance as provided in Exhibit 3 and shall maintain Workman's Compensation insurance as required by law covering all employees performing under this AGREEMENT.

I.19 LIMITATION OF LIABILITY

COMMISSION'S liability shall be limited to the unpaid balance of amounts due under this AGREEMENT, and in no event shall COMMISSION be liable to CONTRACTOR for indirect, incidental, consequential, or special damages.

I.20 DEFAULT

COMMISSION may, subject to the provisions below, by written notice of default to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any one of the following circumstances:

- I.20.1 If CONTRACTOR fails to make delivery of the supplies or to perform the work within the time specified here or any written extension; or
- I.20.2 If CONTRACTOR fails to perform any of the other provisions of this AGREEMENT, or so fails to make progress so as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these two circumstances does not cure the failure within a period of ten (10) days (or other such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying the failure.

In the event COMMISSION terminates this AGREEMENT in whole or in part, COMMISSION may procure, upon the terms and in the manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated, and CONTRACTOR shall be liable to COMMISSION for any excess costs for such similar supplies or service: provided, that CONTRACTOR shall continue the performance of this AGREEMENT to the extent not terminated under the provisions of this clause.

CONTRACTOR shall not be liable for any excess costs if acceptable evidence has been submitted to and is deemed sufficient by the Purchasing Agent to establish that failure to perform the AGREEMENT was due to causes beyond the control and without the fault or negligence of CONTRACTOR.

I.21 TERMINATION FOR THE CONVENIENCE OF COMMISSION

This AGREEMENT may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in COMMISSION'S best interest. Any such termination shall be affected by the delivery to CONTRACTOR of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance under the

AGREEMENT is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed CONTRACTOR shall stop all performance, cancel orders for parts and terminate Subcontractor's as of the date specified in the notice; and accept no further orders from COMMISSION. However, any authorized work not delivered as of the date of termination shall be delivered as required herein.

I.22 FORCE MAJEURE

CONTRACTOR is not responsible for damages or delay in performance caused by conditions beyond its control including, but not limited to, Acts of God, wars, and natural disasters. In any such event, CONTRACTOR'S fee and schedule shall be equitably adjusted.

I.23 OWNERSHIP & CONFIDENTIALITY OF GOODS AND SERVICES

CONTRACTOR acknowledges that COMMISSION will be sole and exclusive owner of all goods and services produced under this AGREEMENT, including but not limited to tangible items, writing, drawings, plans, images, intellectual property, and data compilations of any form whatsoever, shall be the exclusive and sole property of COMMISSION and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

Further, CONTRACTOR agrees that all information provided to and by COMMISSION pursuant to this AGREEMENT is private, confidential and proprietary and shall be the exclusive and sole property of COMMISSION and shall not be otherwise reproduced, disclosed, or used by CONTRACTOR, elsewhere, for any reason.

I.24 EXCLUSIVITY OF SERVICES/CONFLICT OF INTEREST

During the course of the performance of this AGREEMENT, CONTRACTOR agrees that it will not provide any services, goods and or any other consultation of any kind to any other entity working on this Project, at anytime, including but not limited to the Architects, Engineers, and Builders.

I.25 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR certifies that they do not and will not during the performance of this AGREEMENT employ illegal alien workers, including subcontractors or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

I.26 OFFICIAL NOT TO BENEFIT

CONTRACTOR certifies that to the best of his knowledge no COMMISSION official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit relating to this AGREEMENT. If such a benefit has been received or will be received, this fact shall be immediately disclosed to COMMISSION Procurement Manager. Failure to disclose the information prescribed above may result in rescission of this AGREEMENT or affect payment pursuant to the terms of the AGREEMENT.

Whenever there is reason to believe that a benefit of the sort described in the paragraph above has been or will be received in connection with this AGREEMENT that CONTRACTOR has failed to immediately disclose, or has inadequately disclosed it, COMMISSION as a prerequisite to payment pursuant to CONTRACTOR, or at any time may require CONTRACTOR to furnish, under oath, answers to any interrogatories related to such possible benefit.

I.27 NON-APPROPRIATION

COMMISSION shall be bound, hereunder, only to the extent that such funds shall have been appropriated and budgeted and are otherwise available for the purpose of this AGREEMENT. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment due under this AGREEMENT, then COMMISSION shall immediately notify CONTRACTOR, in writing, of such occurrence and this AGREEMENT shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to COMMISSION of any kind whatsoever.

I.28 NO AGENCY RELATIONSHIP

CONTRACTOR is not the agent, subagent, or representative of COMMISSION; and this AGREEMENT shall not make COMMISSION liable to any person, firm, corporation or other who contracts with or provides goods or services to CONTRACTOR in connection with the services it has agreed to perform hereunder or otherwise for debts or claims accruing to such parties against CONTRACTOR and any other person, firm, corporation or other supplying any work, labor, services, goods, or materials to CONTRACTOR as a result of its services to COMMISSION hereunder or otherwise.

I.29 CERTIFICATION OF AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

If the authority to transact business is revoked or cancelled at any time during the term of this AGREEMENT the COMMISSION may void any and all Agreements and/or contracts at any time without notice, set-off, or recourse.

I, _____ (Name of Authorized Representative)
certify that _____ (CONTRACTOR) is authorized to
transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia
Code.

_____ (Signature)

CONTRACTOR'S identification number issued by the
SCC: _____

I.30 UNIFORM ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with 2 CFR Part 200—*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. 2 CFR Part 200 supersedes OMB guidance documents A-21, A-87, A-89, A-102, A-110, A-122, A-133, and sections of A-50 related to audits performed under Subpart F.

I.31 AGREEMENT MODIFICATION

Pursuant to Virginia law, including Virginia Code Section 2.2-4309, this AGREEMENT may be modified during performance for all purposes allowed by law, as agreed by all PARTIES; however, any modification of this AGREEMENT shall be in writing and shall be signed by authorized representatives of the PARTIES.



April 6, 2021

BY ELECTRONIC MAIL

Rebecca Barricklow, Assistant Vice President
Colliers Richmond
2221 Edward Holland Drive, Suite 600
Richmond, Virginia 23230
Rebecca.barricklow@colliers.com

Dear Rebecca:

We recognize this is a challenging time for all of us and hope that you, your family, and colleagues are staying safe.

PlanRVA remains a strong organization. Our member jurisdictions' support has been solid which served us well through the years. We continue to manage and operate the organization prudently, to remain strong during good times, and bad. This has become a major priority for the Commission as we navigate the economic uncertainties of this time. In that spirit, we do have to acknowledge the seriousness of the current situation and what we will face in the future; not just as an organization but as local governments realize the longer-term implications of our nation's economic recovery.

PlanRVA is not eligible for many of the relief programs. We did not receive aid through the CARES Act, nor are we eligible for the Payroll Protection Program. Most other state and federal grants give priority to not for profit organizations and small businesses, which we are not. Despite this, PlanRVA is subject to the same Employer Safety Standards issued by the Department of Labor and has had to endure operational shifts in light of the pandemic. All improvements to the working environment of our office and support to employees as they transitioned to remote work have been funded by the Commission, with no reimbursement from assistance programs. In addition, some of our programs have been delayed due to the pandemic, thereby reducing revenues.

We have been working closely with our Audit, Facilities and Finance Committee members to identify options for reducing operational expenditures during this time, including termination of certain on-site services during remote operations and reductions in spending in certain areas. In consideration of these challenges, our Audit, Facilities and Finance Committee, directed staff to explore the possibilities of rent deferral, as the most reasonable, practical, and effective way to provide near-term liquidity relief. We recognize that you have bills to pay, and staff salaries to consider, but we would appreciate your consideration of deferring 3 months' rent payments (base rent and share of operating expenses/taxes), starting May 1st, 2021 through July 31st, 2021. In exchange, PlanRVA proposes to extend our Lease Term by 3 additional months.



The requested 3 month rent deferral period is based on current estimates of the anticipated timetable before the country is likely to see a durable improvement in economic activity. If there is a shorter or longer period before economic activity recovers, then we will consider shortening the deferral period or may ask to extend the deferral period. We have flexibility in how to achieve an alternative payment structure. Please feel free to propose a repayment structure that is more suitable to you if the abovementioned is not desirable.

Our intent is to maintain regular communication with you and will provide updates as we progress through this crisis.

We are confident that we will get through this period together and emerge on the outset stronger than ever. Please let us know when you are available to further discuss this matter.

Best regards,

Martha Heeter
Executive Director

CC:

Brian Berkey, Thalhimer
Karla Knight, Thalhimer
Eric Gregory, Hefty, Wiley & Gore
Neil Spoonhower, PlanRVA

Richmond Regional PDC

Profit and Loss

July 2020 - March 2021

	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Total
Income										
4100 Federal Funding										-
4101 MPO FHWA/PL Funds - Fed share	99,483.00	78,809.00	70,113.79	82,910.54	76,735.26	25,811.20	76,648.00	83,503.20	98,819.44	692,833.43
4102 MPO Sect 5303 Funds - Fed share	21,635.00	21,316.00	26,540.00	21,993.46	19,600.00	21,653.54	20,225.60	22,648.80	25,340.95	200,953.35
4105 MPO Pass-Through		6,420.03	3,956.20				39,684.86		41,466.19	91,527.28
4110 DEQ-FY18/19Coastal-TAC	478.00	898.00	(743.61)	867.05	295.50	4,784.45				6,579.39
4111 FY20 Rural Coastal VA Mktg				114.91	179.53	191.36		397.75	236.06	1,119.61
4112 FY20 Lower Chickahominy			-	2,147.07	2,848.67	4,970.35	4,063.02	4,286.33	2,975.15	21,290.59
4113 FY20 Coastal TA & Resiliency				135.81	686.50	1,472.43	3,806.17	7,046.68	3,844.78	16,992.37
4114 FY18/19 Coastal - Lwr Chk	8,027.00	6,868.68	(19,877.05)	4,981.37		51,040.00				51,040.00
4115 CBRAP - WIP3/Fed Share	8,032.00	4,220.00	1,426.00	2,525.00	4,746.23	14,416.87	6,854.85	1,963.42	4,260.12	48,444.49
4120 VDEM SHSP	3,227.66	6,297.23	7,221.97	6,941.06	6,238.22	9,966.32	2,887.10	5,841.69	5,885.54	54,506.79
4130 VDEM Pass-through grants				8,502.24		5,400.00	10,800.00	11,463.28	11,096.48	47,262.00
4140 Hazard Mitigation		745.00	6,642.49	955.47	1,155.62	3,975.54	6,232.15	5,896.97	8,158.42	33,761.66
4190 Analysis of Impediments		9,355.50	17,180.70	16,650.00		35,056.75		2,556.93	6,967.22	87,767.10
Total 4100 Federal Funding	140,882.66	134,929.44	112,460.49	148,723.98	112,485.53	178,738.81	171,201.75	145,605.05	209,050.35	1,354,078.06
4200 State Funding										-
4201 MPO FHWA/PL Funds - State share	12,435.00	9,726.00	8,889.72	10,363.82	9,591.91	3,226.27	9,581.00	10,437.90	12,352.43	86,604.05
4202 MPO Sec. 5303 - State share	2,705.00	2,665.00	3,316.00	2,749.18	2,450.00	2,705.82	2,528.20	2,831.10	3,167.62	25,117.92
4205 State MPO Pass-Through		1,605.01	989.05				9,921.21		10,366.54	22,881.81
4210 VDOT Rural Planning	915.00		(81.76)	753.44	2,362.67	1,868.77	2,655.22	5,221.46	5,853.95	19,548.75
4220 VDEM-Hazard Mitigation Plan			1,771.33	595.45	385.21	983.10	1,661.91	1,572.53	2,012.84	8,982.37
4230 State Appropriation	9,548.63	9,548.63	9,991.46	9,548.63	9,548.63	9,691.29	9,548.63	9,548.63	9,548.63	86,523.16
Total 4200 State Funding	25,603.63	23,544.64	24,875.80	24,010.52	24,338.42	18,475.25	35,896.17	29,611.62	43,302.01	249,658.06
4300 Local Funding										-
4301 TPO Assessment	4,204.00	4,203.92	4,203.92	4,203.92	4,203.92	4,203.92	4,203.92	4,203.92	4,203.92	37,835.36
4310 Local Membership Dues	45,061.00	45,440.18	45,440.18	45,440.18	45,440.18	40,853.70	45,440.18	45,045.29	45,440.18	403,601.07
4315 Service/Fee Income			29,613.97	15,451.29	14,228.39	24,854.47	15,164.18	16,224.81	19,964.86	135,501.97
4320 Capital Region Collaborative			168.25	1,459.37	733.89	386.16	881.87	5,349.14	3,283.95	12,262.63
Total 4300 Local Funding	49,265.00	49,644.10	79,426.32	66,554.76	64,606.38	70,298.25	65,690.15	70,823.16	72,892.91	589,201.03
4400 Private Funding										-
4410 Restricted Contributions									-	-
4360 FOLAR Grant	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	56,212.47
Total 4410 Restricted Contributions	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	56,212.47
Total 4400 Private Funding	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	6,245.83	56,212.47
5000 Other Income										

Richmond Regional PDC
Profit and Loss
July 2020 - March 2021

	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Total
5001 Interest Income	131.61	578.82	163.77	335.36	96.11	93.41	86.41	240.61	44.66	1,770.76
5010 Miscellaneous			(0.40)	525.00					-	524.60
Total 5000 Other Income	131.61	578.82	163.37	860.36	96.11	93.41	86.41	240.61	44.66	2,295.36
Total Income	222,128.73	214,942.83	223,171.81	246,395.45	207,772.27	273,851.55	279,120.31	252,526.27	331,535.76	2,251,444.98
Gross Profit	222,128.73	214,942.83	223,171.81	246,395.45	207,772.27	273,851.55	279,120.31	252,526.27	331,535.76	2,251,444.98
Expenses										
6000 Salary & Wages										-
6110 Salaries FT Chargeable	64,062.08	62,679.12	67,312.71	66,930.37	66,348.81	99,751.15	78,475.88	83,619.72	84,826.03	674,005.87
5100 Fringe Benefit Pool	25,835.75	25,396.15	26,592.49	44,988.00	39,014.60	116,090.69	42,343.06	40,610.47	45,575.55	406,446.76
5105 Fringe Benefits Applied	(25,835.75)	(25,396.15)	(26,592.49)	(44,988.00)	(39,014.60)	(116,090.69)	(42,343.06)	(40,610.47)	(45,575.55)	(406,446.76)
5400 Indirect Costs Pool	61,893.49	60,088.44	113,865.32	76,858.71	75,034.69	109,649.05	77,273.93	82,051.50	94,692.31	751,407.44
5410 Indirect Costs Applied	(61,893.49)	(60,088.44)	(113,865.32)	(76,858.71)	(75,034.69)	(109,649.05)	(77,273.93)	(82,051.50)	(94,692.31)	(751,407.44)
6100 Salaries - Local	23,631.10	35,310.30	30,136.18	29,569.93	30,312.09	(23,256.17)	14,583.32	16,240.30	14,262.38	170,789.43
6101 Leave Wages	23,568.54	15,706.99	13,978.77	11,553.89	13,686.76	41,033.27	13,110.67	10,633.48	13,300.85	156,573.22
6105 Salaries - PT Chargeable	15,036.74	12,825.17	8,532.96	8,962.78	8,729.77	12,785.88	8,647.50	7,735.50	9,012.55	92,268.85
Total 6110 Salaries FT Chargeable	126,298.46	126,521.58	119,960.62	117,016.97	119,077.43	130,314.13	114,817.37	118,229.00	121,401.81	1,093,637.37
6200 Payroll Taxes	9,376.54	9,421.95	8,793.91	8,812.16	8,690.93	5,262.86	16,204.30	9,078.04	9,033.17	84,673.86
6500 Benefits										-
6512 Healthcare	18,290.20	17,956.80	18,116.60	18,116.60	18,116.60	18,116.60	16,047.60	16,520.60	17,318.60	158,600.20
6530 Retirement										-
6531 VRS Retirement Contribution	10,757.77	10,757.77	10,757.77	10,757.77	10,757.77	10,757.77	10,707.77	10,707.77	10,730.17	96,692.33
6532 VRS Employee Contribution	0.13	0.13	0.13	0.13	0.13	0.13	0.13	(5.70)	0.13	(4.66)
6533 ICMA - 401	1,153.11	1,153.11	1,153.11	1,153.11	1,153.11	1,153.11	1,153.11	1,153.11	1,153.11	10,377.99
6534 ICMA - 457	(714.70)	(714.70)	(714.70)	(714.70)	(714.70)	(714.70)	(1,072.05)	(1,528.17)	(714.70)	(7,603.12)
6535 Hybrid 401 A	1,093.90	1,093.90	1,093.90	1,093.90	1,093.90	1,093.90	899.26	1,092.44	1,097.54	9,652.64
6536 HYBRID 457	0.10	0.10	0.10	0.10	0.10	0.10	0.15	(520.39)	(5.74)	(525.38)
Total 6530 Retirement	12,290.31	12,290.31	12,290.31	12,290.31	12,290.31	12,290.31	11,688.37	10,899.06	12,260.51	108,589.80
6540 Life & Disability										-
6541 LTD	969.76	969.76	969.76	969.76	969.76	969.76	821.74	996.71	995.91	8,632.92
6542 Hybrid VRS ST & LT Disability	175.09	175.09	175.09	175.09	175.09	175.09	175.09	205.59	(61.00)	1,370.22
6543 AFLAC	(0.02)	(0.02)	(0.02)	(0.02)	(0.02)	(0.02)	(162.99)	(0.02)	(0.02)	(163.15)
Total 6540 Life & Disability	1,144.83	1,144.83	1,144.83	1,144.83	1,144.83	1,144.83	833.84	1,202.28	934.89	9,839.99
6550 FSA/HSA Section 125 Plans	105.79	104.79	104.79	104.79	142.59	445.26	277.06	(161.95)	289.55	1,412.67
Total 6500 Benefits	31,831.13	31,496.73	31,656.53	31,656.53	31,694.33	31,997.00	28,846.87	28,459.99	30,803.55	278,442.66
6580 Payroll Fees	166.40	159.48	164.67	156.02	156.02	151.54	400.64	217.13	1,579.81	3,151.71
6590 Training	15,667.00	165.00	1,340.00	1,219.39	884.25	25.00			12,863.00	32,163.64

Richmond Regional PDO Profit and Loss July 2020 - March 2021

	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Total
Total 6000 Salary & Wages	183,339.53	167,764.74	161,915.73	158,861.07	160,502.96	167,750.53	160,269.18	155,984.16	175,681.34	1,492,069.24
7100 Professional Fees										-
7720 Legal Fees	3,000.00	(3,000.00)								-
7721 General Counsel	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	18,000.00
Total 7720 Legal Fees	5,000.00	(1,000.00)	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	18,000.00
7730 Contracted Services							10,400.00	4,987.50	1,080.00	16,467.50
Total 7100 Professional Fees	5,000.00	(1,000.00)	2,000.00	2,000.00	2,000.00	2,000.00	12,400.00	6,987.50	3,080.00	34,467.50
7200 Office Expenses								285.00		285.00
7220 Computer Operations										-
7221 Virtual Desktop Operations	8,959.51	9,026.25	8,970.13	8,975.17	8,808.87	8,855.09	9,457.81	8,793.59	239.77	72,086.19
7222 Software	394.92	419.92	2,000.15	468.92	551.28	552.92	716.08	552.92	922.44	6,579.55
7223 Broadband/network/telephone	3,294.10	1,273.23	1,195.26	1,216.72	554.45	605.97	1,208.86	1,133.86	994.81	11,477.26
7224 Desktops & Support	1,076.30	1,076.30	1,192.10	1,076.30	1,076.30	1,076.30	1,076.30	1,076.30	3,126.33	11,852.53
7226 Technology services		2,577.04								2,577.04
Total 7220 Computer Operations	13,724.83	14,372.74	13,357.64	11,737.11	10,990.90	11,090.28	12,459.05	11,556.67	5,283.35	104,572.57
7225 Computer Supplies									4.23	4.23
7230 Printing	3,813.14	2,579.09	2,909.24	2,579.09	2,828.37	2,635.94	2,911.24	2,579.09	2,349.29	25,184.49
7235 Supplies	1,565.62	2,721.45	226.12	207.22		49.74	38.51	296.57	361.50	5,466.73
7245 Postage		21.78								21.78
7250 Public Outreach/Advertisements						961.00			1,556.96	2,517.96
7290 Miscellaneous Expenses		166.13	1,902.59	2,102.47		1,269.89	500.00	400.00	1,680.00	8,021.08
7295 Bank Fees	115.00	100.00	85.00	85.00	100.00	82.50	70.00	85.00	100.00	822.50
Total 7200 Office Expenses	19,218.59	19,961.19	18,480.59	16,710.89	13,919.27	16,089.35	15,978.80	15,202.33	11,335.33	146,896.34
7400 Program Expenses										-
7410 Organizational Dues	1,247.79	1,337.05	1,222.80	847.80	1,390.80	2,476.30	1,141.67	3,720.29	4,566.64	17,951.14
7425 Travel - Agency	75.92	-	8.00			92.18				176.10
7430 Books & Periodicals	11.99	11.99	11.99	11.99	111.99	11.99	11.99	11.99	71.99	267.91
7450 Pass-through and Matching funds										-
7451 Pass Through Funds - MPO		8,025.04	10,198.30				49,606.07		51,832.73	119,662.14
7454 Pass-through funds - Lower Ck						47,679.67				47,679.67
7456 Pass - Through Funds - SHSP				8,502.24		5,400.00	5,516.30	6,346.98	11,096.48	36,862.00
7457 Pass-Thru Hazard Mitigation							5,000.00			5,000.00
7459 Other Pass-thru expenses		9,355.50	12,075.13	16,650.00		35,056.75				73,137.38
Total 7450 Pass-through and Matching funds	-	17,380.54	22,273.43	25,152.24	-	88,136.42	60,122.37	6,346.98	62,929.21	282,341.19
Total 7400 Program Expenses	1,335.70	18,729.58	23,516.22	26,012.03	1,502.79	90,716.89	61,276.03	10,079.26	67,567.84	300,736.34
7600 Infrastructure										

Richmond Regional PDC
Profit and Loss
July 2020 - March 2021

	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Total
7210 Rent	20,190.24	20,875.77	20,875.77	20,875.77	20,875.77	20,875.77	20,875.77	20,875.77	20,875.77	187,196.40
7240 Insurance	573.08	573.08	573.08	573.08	573.08	573.08	573.08	573.08	2,292.36	6,877.00
7680 Depreciation Expense	2,102.65	2,102.65	2,102.65	2,102.65	1,710.00	1,710.00	1,710.00	1,710.00	1,710.00	16,960.60
Total 7600 Infrastructure	22,865.97	23,551.50	23,551.50	23,551.50	23,158.85	23,158.85	23,158.85	23,158.85	24,878.13	211,034.00
Total Expenses	231,759.79	229,007.01	229,464.04	227,135.49	201,083.87	299,715.62	273,082.86	211,412.10	282,542.64	2,185,203.42
Net Operating Income	(9,631.06)	(14,064.18)	(6,292.23)	19,259.96	6,688.40	(25,864.07)	6,037.45	41,114.17	48,993.12	66,241.56
Other Expenses										
7900 Capital Expense Projects		5,947.01		5,422.50	602.50	1,125.00		150.00		13,247.01
7950 Transfer to/from Reserves	-									-
7952 Transfer to Local Match				4,981.37		(4,586.48)		(394.89)		0.00
Total Other Expenses	-	5,947.01	-	10,403.87	602.50	(3,461.48)	-	(244.89)	-	13,247.01
Net Other Income	-	(5,947.01)	-	(10,403.87)	(602.50)	3,461.48	-	244.89	-	(13,247.01)
Net Income	(9,631.06)	(20,011.19)	(6,292.23)	8,856.09	6,085.90	(22,402.59)	6,037.45	41,359.06	48,993.12	52,994.55

Note:

Account 1250 Misc Receivables - Grants has been renamed to 1250 Accrued Revenue.

1200 Accounts Receivable and 1250 Accrued Revenue are under review to ensure no duplication of revenue is occurring in these reports.

Richmond Regional PDC
Balance Sheet
As of March 31, 2021

	Statement of Net Position	Balance Sheet
ASSETS		
Current Assets		
Bank Accounts		
1050 LGIP-Virginia Dept of Treasury	515,574.19	515,574.19
1070 SunTrust Checking 8921	171,856.92	171,856.92
Total Bank Accounts	\$ 687,431.11	\$ 687,431.11
Accounts Receivable		
1200 Accounts Receivable	492,598.78	492,598.78
Total Accounts Receivable	\$ 492,598.78	\$ 492,598.78
Other Current Assets		
1150 Prepaid Expenses	1,346.61	1,346.61
1250 Accrued Revenue	461,485.10	461,485.10
1300 Due from CVTA	59,996.10	59,996.10
Total Other Current Assets	\$ 522,827.81	\$ 522,827.81
Total Current Assets	\$ 1,702,857.70	\$ 1,702,857.70
Fixed Assets		
1300 Property & Equipment	351,457.57	0.00
1350 Accumulated Depreciation	-258,187.02	0.00
Total Fixed Assets	\$ 93,270.55	\$ 0.00
Other Assets		
1950 Deferred outflows - VRS Pymts	84,635.67	0.00
1951 Deferred Outflows-Diff Proj vs	174,697.00	0.00
Total Other Assets	\$ 259,332.67	\$ 0.00
TOTAL ASSETS	\$ 2,055,460.92	\$ 1,702,857.70
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 Accounts Payable	94,247.20	94,247.20
Total Accounts Payable	\$ 94,247.20	\$ 94,247.20
Credit Cards		
2020 Account Payable - Other	-48.98	-48.98
Total Credit Cards	-\$ 48.98	-\$ 48.98
Other Current Liabilities		
2050 Accrued Expenses	58,864.06	58,864.06
2500 Compensated Absences	94,701.40	0.00
2525 Deferred Revenue	284,624.83	284,624.83
2600 Security Deposit	2,664.66	2,664.66
Total Other Current Liabilities	\$ 440,854.95	\$ 346,153.55
Total Current Liabilities	\$ 535,053.17	\$ 440,351.77
Long-Term Liabilities		

Richmond Regional PDC
Balance Sheet
As of March 31, 2021

	Statement of Net Position	Balance Sheet
2800 Deferred Rent Liability	22,959.30	0.00
2900 Net Pension Liability	584,259.00	0.00
2950 Deferred Inflows	130,799.00	0.00
Total Long-Term Liabilities	\$ 738,017.30	\$ 0.00
Total Liabilities	\$ 1,273,070.47	\$ 440,351.77
Equity		
Nonspendable	1,346.61	1,346.61
Unassigned	781,043.84	1,261,159.32
Total Equity	\$ 782,390.45	\$ 1,262,505.93
TOTAL LIABILITIES AND EQUITY	\$ 2,055,460.92	\$ 1,702,857.70

Note:

Account 1250 Misc Receivables - Grants has been renamed to 1250 Accrued Revenue.

1200 Accounts Receivable and 1250 Accrued Revenue are under review to ensure no duplication of revenue is occurring in these reports.