

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GEORGE WASHINGTON REGIONAL COMMISSION
AND
FREDERICKSBURG AREA METROPOLITAN PLANNING ORGANIZATION**

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, in the year _____, by and between the George Washington Regional Commission (GWRC) and the Fredericksburg Area Metropolitan Transportation Planning Organization (FAMPO), in order to describe their mutually beneficial relationship and to set forth their mutual and respective roles and responsibilities.

WHEREAS, GWRC is a legally constituted public agency of the Commonwealth of Virginia, created by Act of the Virginia General Assembly (“Regional Cooperation Act,” § 15.2-4200, *et seq.* of the *Code of Virginia*), the purpose of which is to promote the orderly and efficient development of the physical, social and economic elements of Planning District 16 by planning, and by encouraging and assisting governmental subdivisions to plan for the future; and,

WHEREAS, GWRC serves Planning District 16, comprising the jurisdictions of the City of Fredericksburg and Caroline, King George, Spotsylvania, and Stafford Counties; and,

WHEREAS, FAMPO is a Public Policy Committee created by the Governor of the Commonwealth of Virginia in response to administrative requirements of Section 9 of the Urban Mass Transportation Act of 1964, Chapter VI of Title 49, United States Code; and 23 CFR Parts 450 and 613, defined under 23 U.S.C. § 134 and § of the Federal Transit Act, and formally recognized by Title 33.2, Chapter 32 of the *Code of Virginia* (§ 33.2-3200, *et seq.* of the *Code of Virginia*); and,

WHEREAS, FAMPO is responsible for the development of regional long-range transportation planning, has sole decision-making authority over urban transportation policy for the Fredericksburg Metropolitan Planning Area, which is composed of the City of Fredericksburg and the counties of Spotsylvania and Stafford, and has sole authority to direct the use of State and Federal funds for this purpose; and,

WHEREAS, the FAMPO Policy Committee is composed of elected officials from the member jurisdictions (with the City of Fredericksburg, and the counties of Spotsylvania and Stafford as voting members) and representatives of state agencies, including the Virginia Department of Transportation and the Department of Rail and Public Transportation; and,

WHEREAS, the FAMPO Policy Committee conducts its regional long-range transportation planning through the development of the Unified Planning Work Program (UPWP), the regional Transportation Improvement Program (TIP), which serves as an important input to assist the Commonwealth with the development of the Statewide Transportation Plan (VTrans), a Long-Range Transportation Plan (LRTP), and other planning projects and instruments; and,

WHEREAS, the FAMPO Policy Committee is self-funded, by virtue of its dedicated formula funds, and is fully responsible for the conduct of its affairs and the establishment and oversight of its policies; however, FAMPO has limited legal authority, is not an independent legal entity, and does not have the independent authority to expend funds, sue and be sued, hire employees, or enter into leases or contracts; and,

WHEREAS, given FAMPO's limited legal authority, it requires a fiscal agent and staffing to carry out its responsibilities; and,

WHEREAS, since its inception, GWRC has provided staff, administrative support and has served as FAMPO's fiscal agent; and,

WHEREAS, the FAMPO Policy Committee is responsible for directing the day to day work of the GWRC's Chief of Transportation, who is designated as the FAMPO Administrator and all other staff assigned to FAMPO in carrying out the urban transportation planning program; and,

WHEREAS, FAMPO and GWRC have entered into a series of memoranda of understanding since the creation of FAMPO, to govern the agencies' relationship and provision of services; and,

WHEREAS, FAMPO and GWRC, desiring to enter into this revised MOU for purposes of clarifying their respective and mutual roles and responsibilities, in exchange for the consideration expressed herein, agree as follows:

1. **Fiscal Agent Support:** GWRC shall continue to serve as the fiscal agent for FAMPO and perform the following functions on its behalf and at the direction of the FAMPO Policy Committee:

a. GWRC shall contract for and administer Federal and State transportation planning grant funds for FAMPO in the Fredericksburg area, in accordance with the annual Agreements between the Virginia Department of Transportation and GWRC and at the direction of the FAMPO

b. The GWRC Executive Director, as the chief administrative officer of GWRC in its fiscal agency to FAMPO, shall have authority to approve and execute grants, agreements, and contracts with vendors, State and Federal Agencies, and other

parties, as required to carry out the FAMPO UPWP, in consultation with and at the direction of the FAMPO Policy Committee and the FAMPO Administrator, and consistent with the laws, polices, regulations, and requirements of applicable State and Federal law, and policies established by FAMPO and the GWRC.

c. GWRC shall be responsible for compliance with all Federal, State, and local laws and regulations, and for compliance with all organizational policies and procedures, and, as such, is responsible for issues of non-compliance or violations of law. Oversight of these matters to assure compliance shall be exercised by the GWRC Executive Director.

d. GWRC is responsible for the GWRC budget and appropriations of funds, which includes FAMPO's budget and appropriations, and amendments thereto.

e. The GWRC and FAMPO shall create and maintain a joint finance committee that meets on a regular basis and works cooperatively toward appropriate funding of each organization.

2. **Administrative and Technical Staff Support:** GWRC shall provide administrative and technical staff support to the MPO for the purpose of carrying out the approved annual work program of the MPO, as contained in the adopted Unified Work Program, and applicable State and Federal agreements, and amendments thereto. In providing this administrative and technical staff support:

a. The Executive Director of GWRC shall make all personnel assignments in consultation with the FAMPO Administrator, that are in his or her judgment necessary to

carry out FAMPO approved work tasks and assure compliance with State and Federal agreements and regulations.

b. GWRC shall remain responsible for the actions of all of its employees, including those assigned to FAMPO, within the scope of the GWRC personnel policies and procedures. The FAMPO Policy Committee shall work cooperatively with the GWRC Executive Director prior to and during the preparation of the annual FAMPO UPWP so that the resources and staff required to accomplish the proposed work elements of the MPO Unified Work Program can be coordinated effectively to correspond to FAMPO and GWRC needs.

d. The FAMPO Policy Committee and the FAMPO Administrator shall be notified by the GWRC Executive Director prior to the employment of any person assigned to FAMPO. The FAMPO Administrator shall direct the work of the assigned employees.

e. Policy direction to GWRC staff assigned to approve FAMPO work tasks shall be provided by the FAMPO Policy Committee and FAMPO Administrator and its duly authorized committees in a manner consistent with applicable provisions of this MOU.

f. The FAMPO Policy Committee shall appoint a FAMPO Administrator from among GWRC staff who shall serve at the pleasure of the FAMPO Policy Committee and shall fully participate in the selection of the person appointed to that role when there is a vacancy. The FAMPO Policy Committee may not enter into an employment agreement with the appointed FAMPO Administrator but shall exercise supervision and performance management of the Administrator. The FAMPO

Administrator's salary will be set by the GWRC Executive Director, upon the recommendation of the FAMPO Policy Committee, which recommendation shall be honored to the full extent of available funds, subject to State and Federal agreements and regulations.

g. The FAMPO Administrator shall coordinate the resources and staff required to accomplish the proposed work elements of the FAMPO UPWP and comply with applicable State and Federal agreements, subject to fiscal constraints and appropriations.

h. The FAMPO Administrator shall have supervisory responsibility for all GWRC personnel assigned to FAMPO approved work tasks, and all such personnel shall be subject to the GWRC's Personnel Policies.

i. The GWRC Executive Director and FAMPO Administrator shall work cooperatively and consider sharing resources when mutually beneficial to both organizations, subject to proper accounting of time and assessment of expense to appropriate funding streams.

3. This Agreement shall be terminated immediately upon the occurrence of any one or more of the following:

- a. Withdrawal of the Section 134 designation to the MPO by the Governor Of Virginia, or by operation of law;
- b. Withdrawal of GWRC from the 3-C Planning Process.

4. This MOU supersedes and replaces all previous MOUs between GWRC and FAMPO, including but not limited to the MOU approved and entered into by the parties dated July 15, 2013 (Commission Resolution No. 14-02 and FAMPO Resolution 13-24).

5. In the event that either party to this MOU desires to terminate the MOU, ninety (90) days written notice to the other party shall be required prior to the proposed effective date of termination.

6. Amendments to this Memorandum of understanding shall only be made by written agreement between GWRC and FAMPO.

7. This Memorandum of Understanding has been signed by the Chair of the GWRC and the Chair of the FAMPO in ratification of the clauses contained herein, pursuant to the approval and authorization of their respective bodies, and shall be effective as of the date(s) set forth above or below, whichever is later.

FREDERICKSBURG AREA METROPOLITAN PLANNING ORGANIZATION

Name: _____ Chair _____ Date _____

GEORGE WASHINGTON REGIONAL COMMISSION

Name: _____ Chair _____ Date _____