

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

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

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

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

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

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

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

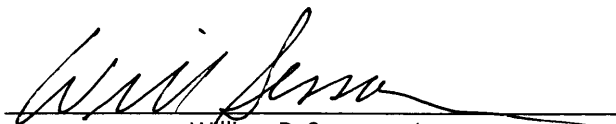
WHEREAS, the HRTPO is committed to expeditiously pursue through the legislative process the codification of the rights, duties, powers and responsibilities of Metropolitan Planning Organizations in Virginia and it is the expectation of the parties that this Memorandum of Understanding will be modified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

NOW, THEREFORE, the parties hereby agree as follows:

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

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

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


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


Bruce C. Goodson
Chairman
Hampton Roads Planning District Commission