

**ACTIONS**  
**Board of Supervisors Joint Meeting of September 19, 2017**

September 20, 2017

<u><b>AGENDA ITEM/ACTION</b></u>	<u><b>ASSIGNMENT</b></u>	<u><b>VIDEO</b></u>
1. Welcome and Call to Order. <ul style="list-style-type: none"> <li>Meeting was called to order at 10:09 a.m., by the Chair, Ms. McKeel. All BOS members were present with the exception of Liz Palmer who arrived at 11:30. Also present were Doug Walker, Greg Kamptner, Claudette Borgersen and Travis Morris.</li> </ul>		<a href="#">Link to video</a>
2. Regional Transit Partnership. <ul style="list-style-type: none"> <li>a. Background/Overview of proposed Regional Transit Partnership.</li> <li>• <b>RECEIVED.</b></li> <li>By a vote of 4:0:2 (Palmer, Sheffield absent), <b>ADOPTED</b> the Memorandum of Understanding to establish a Regional Transit Partnership.</li> </ul>	<u>Clerk:</u> Obtain signature of Board Chair and forward signed copy of Memorandum of Understanding to Charlottesville City Council Clerk.  (Attachment 1)	
3. Arts and Culture Initiative. <ul style="list-style-type: none"> <li>• <b>RECEIVED.</b></li> </ul>		
<b>Recess.</b> At 11:37 a.m., the Board and Council recessed and reconvened at 11:55 a.m.		
4. Updates on Select MOU Activity. <ul style="list-style-type: none"> <li>a. Affordable Housing.</li> <li>• <b>RECEIVED.</b></li> <li>b. Education.</li> <li>• <b>RECEIVED</b></li> <li>c. Environment - Proposed modification to the Environmental MOU.</li> <li>By a vote of 6:0, <b>ADOPTED</b> the Memorandum of Understanding, as amended.</li> </ul>	(Attachment 2)	
5. Standard Operating Procedures for Effective Communication. <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>ADOPTED</b> the Standard Operating Procedures for effective communications between the County and City on specific matters.</li> </ul>	(Attachment 3)	
6. Economic Development Memorandum of Understanding. <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>ADOPTED</b> the Memorandum of Understanding for Collaboration Between City of Charlottesville and County of Albemarle Regarding Economic Development, as amended.</li> </ul>	(Attachment 4)	
7. Adjourn to October 4, 2017, 1:00 p.m., Lane Auditorium. <ul style="list-style-type: none"> <li>At 1:17 p.m., the meeting was adjourned.</li> </ul>		

ckb/tom

Attachment 1 – Memorandum of Understanding on the Jefferson Area Regional Transit Partnership (RTP)

Attachment 2 – Memorandum of Understanding Between the City of Charlottesville and Albemarle County Regarding the Environment

Attachment 3 – Standard Operating Procedures for Effective Communications Between the County and the City on Specific Matters

Attachment 4 – Memorandum of Understanding for Collaboration Between the City of Charlottesville and the County of Albemarle Regarding Economic Development

**MEMORANDUM OF UNDERSTANDING  
ON THE JEFFERSON AREA  
REGIONAL TRANSIT PARTNERSHIP (RTP)**

This agreement is made and entered into as of September \_\_, 2017, by and between the Charlottesville-Albemarle Metropolitan Planning Organization hereinafter referred to as the MPO, the City of Charlottesville hereinafter referred to as the CITY, the County of Albemarle hereinafter referred to as the COUNTY, JAUNT, Inc hereinafter referred to as JAUNT, with JAUNT and Charlottesville Area Transit together hereinafter referred to as the PUBLIC TRANSIT OPERATORS, and the Thomas Jefferson Planning District Commission serving as planning and administrative staff to the MPO, hereinafter referred to as the TJPDC.

WHEREAS, in 2016, the Planning and Coordination Council (PACC) asked TJPDC to review and recommend opportunities for improved communication, coordination and collaboration on transit matters.; and,

WHEREAS, the TJPDC completed work on a Regional Transit Coordination Study, where the main recommendation from this study was to establish a Regional Transit Partnership (RTP) hereinafter referred to as the PARTNERSHIP, consisting of an Advisory Board and whose charge is to provide a venue for continued communication, coordination and collaboration between transit providers, localities and other stakeholders.; and,

WHEREAS, City Council and the Albemarle Board of Supervisors held a joint meeting on February 14th, 2017, where both bodies voted to support development of the PARTNERSHIP and asked TJPDC to develop an MOU; and,

NOW THEREFORE, be it recognized and agreed that the MPO, CITY, COUNTY and JAUNT hereby establish the Jefferson Area Regional Transit Partnership (RTP), in accordance with the following articles.

**Article 1  
Staffing, Funding and Boundaries**

The MPO is responsible, as the lead, for staffing and programming for the PARTNERSHIP, with Section 5303 program funding from the Federal Transit Administration (FTA) and Virginia Department of Rail and Public Transportation (DRPT). Funding will be a regular item in the MPO's Unified Planning Work Program (UPWP). The PARTNERSHIP's program area is limited to the Charlottesville-Albemarle metropolitan transportation planning area (MPA) that includes the CITY and the urbanized portions of the COUNTY.

**Article 2  
Function and Authority**

The PARTNERSHIP will be an advisory board that provides recommendations to CITY, COUNTY, PUBLIC TRANSIT OPERATORS and other stakeholders, such as the University of Virginia (UVA). The PARTNERSHIP shall not have any inherent decision-making powers and does not supersede management over the PUBLIC TRANSIT OPERATORS.

**Article 3  
Membership and Voting Structure**

The composition of the PARTNERSHIP may change with time, as the Advisory Board meets and identifies an improved membership structure. At a later date, the Partnership may extend to the University of Virginia, surrounding counties and towns, as needed. Expansion of Advisory Board members will require written amendments to this MOU. The PARTNERSHIP roster includes voting and non-voting membership. Each voting member is permitted one vote on all matters addressed by the PARTNERSHIP. All individuals on the Advisory Board have equal voting powers, with no weighted privileges given to any members.

Voting membership includes *seven* representatives, including:

- Charlottesville City Council – *two representatives*
- Albemarle Board of Supervisors – *two representatives*
- JAUNT Corporation Board – *two representatives*--one urban & one rural representative with at no time having both serve from the same governmental jurisdiction.

- Department of Rail and Public Transportation (DRPT) – *one representative*

There shall also be a nonvoting representative as designated by the PARTNERSHIP.

The designating body of each member locality or agency, having appointed the appropriate number of representatives to the PARTNERSHIP, as indicated in this ARTICLE, whether voting or nonvoting, may appoint an alternate member(s). Voting privileges for alternates shall be the same as for the regular member in the absence of the regular member.

There are no set term-limits for members of the PARTNERSHIP Advisory Board. Each member locality or agency shall reassess membership to the PARTNERSHIP, according to their own processes.

#### **Article 4 Meeting Schedule and Bylaws**

The PARTNERSHIP will set a meeting schedule that is coordinated with the MPO Policy Board meeting schedule. PARTNERSHIP meetings will be bimonthly, during off-months from the MPO Policy Board. The PARTNERSHIP shall convene at least four times in a given fiscal year.

This MOU will serve as the main guiding documents for the PARTNERSHIP. The PARTNERSHIP may adopt bylaws, to aid in management of meetings. Unless otherwise determined by the PARTNERSHIP, TJPDC will facilitate and manage meetings. Voting and parliamentary procedure will be conducted according to simplified Robert's Rules of Order.

#### **Article 5 Deliverables and Roles**

As recurring responsibilities, the PARTNERSHIP will be responsible for the following:

- *Building the CITY/COUNTY Relationship.* The PARTNERSHIP will help the region build relationships and momentum for future successes.
- *Create a formal means of sharing information.* Created by an MOU, the PARTNERSHIP will create and maintain a formal mechanism for exchanging information between transit providers, localities and other stakeholders.
- *Address pressing issues immediately.* The PARTNERSHIP will provide immediate attention to pressing concerns and issues, as laid out in the Regional Coordination Study, conducted by TJPDC.
- *Facilitate transit planning.* The PARTNERSHIP will provide recommendations, assessments and guidance on transit-related matters to the CITY, COUNTY and PUBLIC TRANSIT OPERATORS.
- *Integrating transit into other decision-making.* The PARTNERSHIP will ensure that transit will receive increased consideration in regional and local planning efforts.
- *Test an RTA structure.* The PARTNERSHIP will provide a trial version of a Regional Transit Authority (RTA) that allows all parties to become more familiar with the concept of a consolidated transit system.
- *Preparing for an RTA.* Within the PARTNERSHIP, the region will have a venue for negotiating and studying an RTA that could benefit all partners in the region.

Specific deliverable include but are not limited to:

- *Drafting Formal Agreements:* The PARTNERSHIP will review existing arrangements and transit relationships, reviewing and drafting if necessary, formal contracts and agreements. The initial and primary task would be to address the most pressing problem, the complicated web of arrangements.
- *Integrating Transit into Decision-Making:* The PARTNERSHIP will work to integrate greater transit considerations into planning efforts around the region. The PARTNERSHIP will have involvement with the MPO's Long Range Transportation Plan (LRTP), vetting transit-related recommendations. It would also provide recommendations to local planning efforts and projects.
- *Coordinated Transit Development Plans:* Currently, the three transit providers have entirely separate planning documents. PUBLIC TRANSIT OPERATORS must update their Transit Development Plan (TPD) every five years. Whether done through the TDP or as a document that later consolidates planning recommendations, the PARTNERSHIP is responsible for overseeing the region's transit planning process.
- *Update RTA Study:* The PARTNERSHIP, in coordination with the MPO, will update the RTA Study and develop a new report that will help the region determine if an RTA is feasible.
- *RTP Bylaws and Mission:* The PARTNERSHIP may develop bylaws and mission statement.

#### **ARTICLE 7-AMENDMENTS**

Amendments to this AGREEMENT, as mutually agreed to, may be made by written agreement between all parties of this AGREEMENT.

**MEMORANDUM OF UNDERSTANDING  
Between the City of Charlottesville and Albemarle County  
Regarding the Environment**

WHEREAS regionalism is a recognized governing principle across the United States in which neighboring jurisdictions can recognize mutual benefit, efficiencies, and harmony by working together on areas of mutual concern, rather than apart or even against each other; and

WHEREAS both the City of Charlottesville and Albemarle County have recognized that protecting natural resources, including clean water, biodiversity and tree cover foster livable, sustainable and resilient communities; and

WHEREAS both the City and County recognize the value of reducing greenhouse gas emissions and improving air quality, and anticipating and adapting to local impacts of a changing climate; and

WHEREAS the populations served by the City and County similarly impact and benefit from natural resources, and the outdoor recreational and sustainable stewardship programs offered by and coordinated with both localities will result in a stronger and more resilient community; and

WHEREAS existing examples of cooperation between the City and the County include:

- Rivanna Solid Waste Authority (RSWA)
  - McIntire Recycling Center Operations
  - Hazardous Materials Collection/Disposal
  - Bulky Waste
  - Composting
- Joint Solid Waste Management Plan – TJPDC
- LEAP Governance Board
- Local Climate Action Planning Process
- Better Business Challenge
- Rivanna Conservation Alliance (Stream Watch)
- Rivanna River Basin Commission
- Rivanna Stormwater Education Partnership
- Thomas Jefferson Soil and Water Conservation District
- Rivanna Environmental Management System Association
- Livability Project
- Rivanna River Corridor Plan
- Hazardous Spill Cleanup coordination – Fire/Rescue
- Imagine A Day Without Water
- Green Infrastructure planning
- Outdoor Park, Bicycle and Pedestrian Infrastructure and Trail Planning and Construction

NOW, THEREFORE, BE IT RESOLVED that the City Council of Charlottesville and the Board of Supervisors of Albemarle County hereby agree to this Memorandum of Understanding directing our respective City Manager and County Executive and their staffs to develop and enact plans to:

- Designate a staff member assigned to promoting success
- Identify potential available resources available to both localities
- Identify and consider potential efficiencies through harmonization
- Identify and consider potential impacts on each other's jurisdiction of acting with or without information sharing where appropriate; and
- Identify mutually beneficial ways to cooperate and communicate, including governance structure where possible.

This Memorandum of Understanding shall begin on the date of signatures by both the Mayor of the City of Charlottesville and the Chair of the Board of Supervisors of Albemarle County, as authorized by their respective bodies.

**Standard Operating Procedures for Effective Communications  
Between the County and the City on Specific Matters**

1. A contact person, or more than one contact person, should serve as the project owner for that locality and be responsible for ensuring communications are replied to in a timely manner, needed information is collected, and the locality's staff involvement is coordinated (rather than having multiple departments independently engaged).
2. Communications between the localities should request a reasonable reply date so that the time for a reply is not open-ended and timely follow-up can be expected.
3. Periodic meetings should be held so that issues can be discussed face-to-face. The periodic meetings should include persons designated by each locality to take notes. The notes should reflect each locality's understanding of any conclusions reached on the matters discussed at the meeting, and thereafter be shared with all attendees to review, correct, and identify the need for follow-up.
4. For those matters where any decision must be made jointly by the Board of Supervisors and the City Council, the Chair/Mayor of each governing body should be copied on communications between the locality's staffs. Only those communications pertaining to discussions that are above the technical level, and are approaching the policy level, should be copied to the Chair/Mayor of each body. This procedure will not apply to communications between the offices of the City Attorney and the County Attorney without the prior consent of the other locality's governing body. The Chair/Mayor will share information regarding the communications with all of the members of their respective governing bodies.
5. For those matters where any decision must be made by the Board of Supervisors, the City Council, or both, discussions on specific matters should be initiated only with staff having technical expertise on the subject matter so that they can identify key issues and outline the parameters and limitations related to the matter being discussed.
6. Any matters resolved, promised, or preliminarily agreed to in communications between the County Executive and the City Manager should be provided in writing to the respective Chair/Mayor of their governing bodies and the contact persons/project owners if the matter is of a type for which contact persons/project owners have been designated. The Chair/Mayor will share information regarding the communications with all of the members of their respective governing bodies.

Note that some of these procedures include creating documents that may be subject to mandatory disclosure under the Freedom of Information Act.

**MEMORANDUM OF UNDERSTANDING FOR COLLABORATION  
BETWEEN THE CITY OF CHARLOTTESVILLE AND THE COUNTY OF ALBEMARLE  
REGARDING ECONOMIC DEVELOPMENT**

**WHEREAS**, the City and County both recognize that a strong, vibrant and stable local economy provides significant benefits to the shared Charlottesville and Albemarle region; and

**WHEREAS**, the City and County seek to work in partnership to support the region's existing businesses, providing opportunities for their successful growth and expansion and leveraging the complementary assets and opportunities provided by both jurisdictions; and

**WHEREAS**, the City and County value the energetic entrepreneurial spirit that has launched a wide spectrum of start-up companies that bring investment and diversity to our economy; and

**WHEREAS**, the City and County want to provide a welcoming and supportive environment to new businesses that match our community preferences and bring desired capital investment and quality job opportunities for our residents; and

**WHEREAS**, the City and County commit to address long-standing economic inequities and provide access to opportunity to all residents; and

**WHEREAS**, the City and County recognize the importance of upward mobility for local residents through entry-level positions, apprenticeships, and training; and

**WHEREAS**, the City and County embrace working with the University of Virginia as a partner in advancing economic development initiatives that provide mutual benefit; and

**WHEREAS**, the City and County desire a quality of life and desirability of place that will celebrate the arts and retain and attract the skilled workers who support our shared target industries; and

**WHEREAS**, existing examples of cooperation between the City and County include:

- Thomas Jefferson Partnership for Economic Development (TJPED)
- Regional Target Industries Report
- GO Virginia Regional Council
- Piedmont Workforce Network
- Piedmont Virginia Community College/CATEC
- Charlottesville Albemarle Convention and Visitors Bureau (CACVB)
- Joint presentations for Virginia Economic Development Partnership (VEDP)
- CHO
- Charlottesville Business Innovation Council's Tech Tour
- Infrastructure partners like RWSA
- Thomas Jefferson Planning District Commission (TJPDC) and the Metropolitan Planning Organization (MPO)

While The City and County recognizes each locality's first and main priority is to retain or grow existing businesses within their own jurisdictions, we pledge to:

- Focus on maintaining jobs and capital investments by collaborating fully to retain companies that are at risk of leaving the Charlottesville/Albemarle community
- Share referrals for new business prospects looking for space whose needs cannot be met by the jurisdiction that is initially contacted
- Not to actively solicit or initiate discussion to encourage the relocation of any business from one jurisdiction to the other
- Notify each other of serious conversations regarding businesses looking to relocate from one jurisdiction to the other
- Jointly focus on building upon the strength of our shared target industry clusters
- Collectively support our educational systems and workforce development initiatives that support our desired industries
- Maintain the confidential nature of economic development projects and prospects and the importance of regional cooperation



- Focus on building an effective business ecosystem that supports and accommodates businesses through their lifecycle, recognizing that different stages of business growth may be more well suited for one jurisdiction or another
- Notify each other of new business ventures coming into our respective jurisdictions as appropriate

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Charlottesville and the Board of Supervisors of Albemarle County hereby agree to this Memorandum of Understanding directing their respective City Manager and County Executive and staffs to develop and enact plans to:

- Designate a staff member assigned to promoting success
- Identify potential available resources available to both localities
- Identify and consider potential efficiencies through harmonization
- Identify and consider potential impacts on each other's jurisdiction and share information as appropriate
- Identify mutually beneficial ways to cooperate and community where possible