

AGREEMENT
between the
BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY
and the
TOWN COUNCIL OF THE TOWN OF DUMFRIES
for the
ADMINISTRATION OF THE ROUTE 1 WIDENING PROJECT IN
THE TOWN OF DUMFRIES

THIS AGREEMENT (“Agreement”) made and entered into as of the Second day of March, 2021, by and between the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA (“COUNTY”), and the TOWN OF DUMFRIES, VIRGINIA (“TOWN”).

W I T N E S S E T H:

WHEREAS, the TOWN has been approved for reimbursement by Northern Virginia Transportation Authority (“NVTA”) funds in the total amount of \$129,760,000 for the design, right-of-way acquisition, and construction to widen Fraley Boulevard (“Route 1”) to a six-lane road from Bradys Hill Road to Dumfries Road (“Project”); and

WHEREAS, the TOWN has already entered into a Standard Project Agreement with NVTA dated October 19, 2015, for the design of the Project (“Design SPA”) and was preparing to enter into a second Standard Project Agreement with NVTA for right of way acquisition and construction of the Project (“ROW and Construction SPA”); and

WHEREAS, through a prior agreement between the TOWN and the Virginia Department of Transportation (“VDOT”) the design of the Project was initiated by VDOT and plans were advanced to a design public hearing level and a design public hearing was held on October 18, 2018; and

WHEREAS, a National Environmental Policy Act (“NEPA”) document for the Project was completed and approved by the Federal Highway Administration and made available during the public hearing for review; and

WHEREAS, the TOWN has now decided to continue the development of the plans and the administration of the Project with the COUNTY for the completion of the public hearing design plans, construction of the Project, and final acceptance by VDOT for the maintenance of the road; and

WHEREAS, based on current plans, right-of-way and easements will need to be acquired from over 60 parcels within the Town of Dumfries to complete the Project; and

WHEREAS, it is the intent of the parties that upon the execution of this Agreement, the parties will cooperate to have the Design SPA and the ROW and Construction SPA assigned, replaced or otherwise transferred from the TOWN to the COUNTY so that the COUNTY will have the ability to draw on the regional 70% NVTA funding for the Project in the total amount of \$126,880,492.33 for Project administration; and

WHEREAS, the COUNTY and TOWN desire to enter into this Agreement for the COUNTY to administer the Project from completion of design plans and acquisition of rights-of-way and easements, through construction to completion in accordance with all applicable federal, state or other standards;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. RESPONSIBILITIES OF THE COUNTY

To the extent funds are made available by the TOWN through NVTA or other sources:

- 1.1 The COUNTY shall enter into, accept an assignment of, or otherwise take over responsibility for the Design SPA and the ROW and Construction SPA to assume design and construction responsibility for the Project.
- 1.2 The COUNTY shall administer the completion of the public hearing design plans for the Project to final approval by VDOT, the COUNTY and the TOWN.
- 1.3 The COUNTY shall coordinate with the TOWN through all phases of development, construction and inspection of the Project.
- 1.4 The COUNTY will engage engineering consultants for the completion of the design, the acquisition of right-of-way, and the inspection and monitoring during construction.
- 1.5 The COUNTY will perform all activities necessary for right-of-way acquisition, including appraisal preparation, review, extension of a bona fide offers in accordance with Va. Code § 25.1-204, negotiations for settlements, court recordation of documents, and any condemnation litigation as set forth in 1.6 below.
- 1.6 The COUNTY also will, when necessary, exercise its eminent domain authority to acquire right-of-way and easements in accordance with COUNTY policy and practice as authorized by relevant provisions of Virginia law, including Va. Code §§ 15.2-1800, and 15.2-1901 *et seq.* This process shall include public hearings under Va. Code § 15.2-1905(C) to authorize “quick take” of property in accordance with the procedures set forth in Va. Code §§ 25.1-300 *et seq.*

- 1.7 The COUNTY will invoice NVTA directly for Project's costs incurred by the COUNTY and any contractors, and will provide copies of all invoices to the TOWN for documentation and information, as well as a statement with each invoice of Project funds remaining after payment of the invoice.
- 1.8 The COUNTY will invoice the TOWN for all administration expenses not reimbursable by NVTA or other outside funding sources, for reimbursement by the TOWN within thirty (30) days of invoicing.
- 1.9 The COUNTY will coordinate with the TOWN the approval of the plans and the permitting for construction.
- 1.10 The COUNTY will coordinate with VDOT on the design, construction and inspection of all stormwater facilities per VDOT specifications.
- 1.11 The COUNTY will release all stormwater facilities over to VDOT at the completion of the Project for all future maintenance and repair.

II. RESPONSIBILITIES OF TOWN

- 2.1 The TOWN shall take whatever steps are necessary to have the Design SPA and the ROW and Construction SPA put in the COUNTY's name so that the COUNTY, and not the TOWN, can draw on regional 70% NVTA funds to complete the Project.
- 2.2 The TOWN will cooperate with the COUNTY to obtain any funds available for the Project from any outside funding sources. Such cooperation shall include, without limitation, designating the Project as a revenue sharing project.
- 2.3 The TOWN will be responsible for all Project costs above those that are funded by NVTA or other outside funding sources provided for the Project. Within thirty (30) days of receiving a COUNTY invoice, the TOWN will reimburse the COUNTY for its administration expenses not reimbursable by NVTA or other funding sources, which TOWN reimbursement may come from the Town's local 30% NVTA funds held by the County.
- 2.4 The TOWN acknowledges that the COUNTY may need to exercise the County's power of eminent domain under Va. Code Titles 15.2 and 25.1., to acquire right-of-way and easements for the Project and the TOWN will cooperate in the conduct of any eminent domain proceedings undertaken by the County for the Project.
- 2.5 The TOWN will review and approve the Project's final plans and the issuance of a construction permit for its construction as recommended by the TOWN Director of Public Works.

III. MISCELLANEOUS

- 3.1 This Agreement, when executed, shall be binding upon all parties.
- 3.2 This Agreement may be modified in writing by mutual agreement of all parties.
- 3.3 Notice required to be provided under this Agreement shall be effective if given by certified mail, return receipt requested, to the following designated contacts at their current address:

Keith Rogers, Town Manager
TOWN OF DUMFRIES
17739 Main St, Suite 200
Dumfries, VA 22026


DIRECTOR OF TRANSPORTATION
PRINCE WILLIAM COUNTY
5 COUNTY COMPLEX COURT, SUITE 290
PRINCE WILLIAM, VA 22192

IN WITNESS WHEREOF, each party has caused this agreement to be executed in duplicate in its name and on its behalf by its duly authorized officer as of the day and year first written.


In the presence of:

**TOWN COUNCIL OF
TOWN OF DUMFRIES, VIRGINIA**

N/A sep
TOWN OF DUMFRIES,
VIRGINIA

BY: 
Name Keith Rogers Jr.
Title Town Manager


Approved as to form:

BY: 
Sharon E. Pandak
Interim Town Attorney

**BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA**

BY: 
Ricardo Canizales
Director of Transportation

Approved as to form:

BY: 
County Attorney