

**AGREEMENT FOR FULL DEVOLUTION  
OF THE SECONDARY SYSTEM OF STATE HIGHWAYS**

**THIS AGREEMENT**, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the COUNTY of \_\_\_\_\_, Virginia, hereinafter referred to as the **COUNTY**, and the Virginia Department of Transportation, an agency of the Commonwealth of Virginia, hereinafter referred to as the **DEPARTMENT**.

**WHEREAS**, Section 33.1-84.1 of the Code of Virginia provides that the Commonwealth Transportation Commissioner may enter into an agreement with any county that desires to assume responsibility over all or any portion of the state secondary system of highways within such county's boundaries; and

**WHEREAS**, the Board of Supervisors of the COUNTY has adopted and submitted to the Commonwealth Transportation Commissioner a resolution requesting assumption of maintenance, construction and operational responsibility over all of the state secondary system of highways within the county's boundaries; and

**WHEREAS**, for purposes of this agreement, "secondary highways" shall mean those highways generally numbered 600 and above within the COUNTY which the DEPARTMENT maintained and were included in the DEPARTMENT's Highway and Transportation Records Information System (HTRIS) on the effective date of this agreement, and include all assets considered part of the secondary system including all pedestrian and bicycle facilities maintained by the Department on the effective date of this agreement and any new secondary highways and bicycle and pedestrian systems accepted into the secondary system of highways in subsequent years by the COUNTY in accordance with applicable DEPARTMENT requirements; and

**WHEREAS**, the COUNTY and the DEPARTMENT concur in the transfer of operational responsibility and liability for the state secondary system of highways within the county's boundaries to the county and agree that the county will assume all rights, privileges and liability as though the right of way were owned by the county.

**NOW THEREFORE** in consideration of the premises contained herein, the parties mutually agree as follows:

**The DEPARTMENT and the COUNTY shall:**

1. Identify primary program contacts that will be the primary point of contact for any and all matters related to the administration of this agreement.
2. Establish standard operating and communications procedures related to the administration and performance of the responsibilities enumerated herein.

**The COUNTY shall:**

1. Construct, maintain and operate the Secondary System of Highways in accordance with the Code of Virginia, 1950, as amended.
2. Perform all maintenance, construction and operations activities upon all portions of the secondary system of highways, to include but not limited to all rights-of-way, pedestrian and bicycle facilities, park and ride lots, bus shelters and residual parcels, including any and all required inspections, in accordance with Federal and State requirements as may be applicable in whole or in part, and Virginia Department of Transportation and industry standards, which include but are not limited to:
  - a. VDOT Best Practices Manual;
  - b. Virginia Department of Transportation Road and Bridge Specifications;
  - c. COUNTY developed and DEPARTMENT approved standards;
  - d. AASHTO and/or FHWA standards.
3. Ensure that bridge inspections are performed in accordance with the National Bridge Inspection Standards as administered by the FHWA, and VDOT directives, and submit the inspection reports to the DEPARTMENT in the manner prescribed by it. Should the DEPARTMENT determine that the COUNTY has not been performing these inspections as required and/or has failed to submit its inspection reports as required; the DEPARTMENT may withhold maintenance payments from the COUNTY.
4. Maintain accurate and complete records of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation shall be maintained for no less than three (3) years following expenditure.
5. Reimburse the DEPARTMENT for all expenses incurred by it due to action or inaction solely by the COUNTY, or for any activities which the DEPARTMENT agrees to undertake on behalf of the COUNTY. Reimbursement shall include federally funded expenditures incurred which are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements that are required to be returned to the FHWA, or other applicable provisions of federal, state, or local law or regulations that require such reimbursement.
6. Provide annual certification by a COUNTY official that all COUNTY administered activities have been performed in accordance

with all federal, state, or local laws and regulations as may be applicable in whole or in part. If the locality expends over \$500,000 annually in federal funding, such certification shall include a copy of the COUNTY's single program audit in accordance with Office of Management and Budget Circular A-133.

7. Report its expenditures and maintenance performance targets annually through the *Weldon-Cooper Center Local Finance Survey*.
8. Report on its annual maintenance performance targets in a manner prescribed by the DEPARTMENT. Submit to the DEPARTMENT an annual report (included in the COUNTY's annual financial audit) which shall include a summary of annual rehabilitative maintenance activities which have been performed, to include but not be necessarily limited to pavement overlays, bridge/structure rehabilitations, major drainage modifications, and all other similar activities.
9. Each February submit a listing of deletions and additions to the county road system, to include an electronic record of all roads eligible for maintenance payments.

**The DEPARTMENT shall:**

1. Ensure that the COUNTY complies with bridge inspection requirements in accordance with National Bridge Inspection Standards as administered by the FHWA. Should the DEPARTMENT determine that the COUNTY has not been performing these inspections as required and/or has failed to submit its inspection reports to the DEPARTMENT, the DEPARTMENT may withhold maintenance payments from the COUNTY.
2. Based on an annual report submitted by the county (item 9 above), review and maintain a record of all eligible secondary routes in the COUNTY.
3. Pay the COUNTY the state portion of its annual maintenance, construction and operations allocation in the same manner as prescribed in § 33.1-23.5:1 of the Code of Virginia on a quarterly basis. Such payments shall be made on or about September, December, March, and June. Should such maintenance, construction and operations allocation include federal funds, such funds shall be provided to the COUNTY on a reimbursement basis when federal requirements have been met.

4. Provide annual notice to the COUNTY advising it of the maintenance and operations payment rates that will be provided for the upcoming fiscal year.
5. At its discretion, audit the COUNTY's records and documentation as may be required to verify compliance with federal and state laws and regulations.
6. Submit invoices to the COUNTY for any work performed by it on behalf of the COUNTY as outlined in Appendix A of this agreement.
7. Provide free and unrestricted right of access to the COUNTY to and over any right-of-way, bridge, easement, stormwater management facility, bicycle and pedestrian facility, residual parcel and all appurtenances to rights-of-way located in the COUNTY, for which the Commonwealth holds title, in such manner as is customary for the Commonwealth.
8. Make available to the county data files on the secondary system of highways, to include, but not limited to, design drawings, sufficiency reports, condition reports, inspection data, asset inventory data, work programming information and other similar information needed by the county to assume full responsibility.

Optional Provision

9. On behalf of the COUNTY, conduct Bridge Safety Inspections in accordance with the National Bridge Inspection Standards as administered by the FHWA.

**THE PARTIES FURTHER AGREE AS FOLLOWS:**

**A. Maintenance**

1. The COUNTY shall:
  - a. Be responsible for all activities necessary to perform maintenance of the secondary system of state highways as provided for in Section 33.1-23.02 of the Code of Virginia.
2. The DEPARTMENT shall:
  - a. Identify any Area Headquarters (AHQ), sub-AHQ, chemical storage facilities, storage lots, equipment, and similar assets that may be leased

or conveyed to the COUNTY which shall be specifically enumerated in Appendix B of this agreement.

- b. Perform highway condition assessments for roadways in the secondary system of highways within the COUNTY consistent with current procedures in other counties, and provide the COUNTY access to the data upon request.
- c. Perform annual inspections on at least a portion of the roads in the Secondary System of Highways as prescribed by VDOT policy. Identified deficiencies will be recorded and reported to the COUNTY. Deficiencies will be re-inspected after six months. If a deficiency is not corrected within the six-month re-inspection period, the DEPARTMENT shall withhold funds from the locality's payment in accordance with existing DEPARTMENT practice.

## **B. Construction**

- 1. The COUNTY shall:
  - a. In cooperation with the DEPARTMENT, annually conduct a joint evaluation of the COUNTY's secondary system construction program.
  - b. Prepare and adopt each year's six-year program of projects so that all federal funds apportioned to the COUNTY shall be obligated within three (3) years of apportionment. If federal funds are unable to be obligated within that time, the COUNTY will notify the DEPARTMENT in writing.
- 1. The DEPARTMENT shall:
  - a. In cooperation with the COUNTY and pursuant to paragraph B.1.a, annually conduct a joint evaluation of the COUNTY's secondary system construction program.
  - b. Develop, update as needed, and make available to the COUNTY guidelines to assist the COUNTY in carrying out program responsibilities under this agreement.

## **C. Operations**

- 1. The COUNTY shall:
  - a. Assume all operational responsibility and liability associated with all routes, bridges, park & ride lots, bicycle and pedestrian facilities associated with the Secondary System of Highways within the County.

- b. Honor all plan reviews completed by the DEPARTMENT prior to the effective date of this agreement.
- c. Assume responsibility for all new street and subdivision plans not built under the DEPARTMENT'S management and conduct all land development/subdivision street and site plan reviews which may have an impact on the secondary roadway system. Such responsibility includes directing necessary changes which ensure that road and street minimum criteria are met for payment eligibility.
- d. Accept new streets that will receive maintenance payments in accordance with the Secondary Street Acceptance Requirements and provide VDOT with the updated eligible mileage summary by the established due date each year.
- e. Assume responsibility for the land use permit program and review and issue, as may be appropriate, permits for all work within the right of way of the secondary system to include entrances, utility work and any such other activity that others request to perform within the right of way.
- f. Conduct traffic engineering activities to include speed limits studies and the setting of speed limits, truck restrictions, traffic counts, traffic signal analyses and operations, and the determination of traffic warning or other regulatory signs in accordance with recognized VDOT or national standards as may be appropriate.

2. The DEPARTMENT shall:

- a) Transition land development activities to the county in accordance with a separate Memorandum of Agreement in order to ensure a smooth transition.

**IT IS FURTHER AGREED THAT:**

Nothing in this agreement shall be construed as a waiver of the COUNTY's or the Commonwealth of Virginia's sovereign immunity.

THIS AGREEMENT has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

THIS AGREEMENT may be terminated by mutual agreement between the DEPARTMENT and the COUNTY no sooner than three years after the effective date of the agreement. Notice shall be provided, in the manner prescribed by the DEPARTMENT, by either party to the other party no later than June 30th of any given year, and provided that said termination notice includes a minimum of a one year transition period and that such transition shall not be effective prior to July 1st of the year following such notice.

In the event of termination, real property or other assets identified in Appendix B, transferred to the COUNTY by the DEPARTMENT as part of this agreement shall be returned to the DEPARTMENT unless otherwise agreed to by both parties. In the case of where the COUNTY made payment for said property, equipment or facilities, the DEPARTMENT shall reimburse the COUNTY for its initial expenses unless provided for in the Termination Agreement.

**IN WITNESS WHEREOF**, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

\_\_\_\_\_ **OF** \_\_\_\_\_, **VIRGINIA:**

\_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF  
TRANSPORTATION:**

\_\_\_\_\_  
Commonwealth Transportation Commissioner  
Commonwealth of Virginia  
Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Appendix A**

Activities performed by the DEPARTMENT on behalf of the COUNTY

**Appendix B**

Facilities and Equipment to be conveyed