

## STANDARD DEVOLUTION AGREEMENT

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 Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, Section 33.1-84.1 of the Code of Virginia, as amended, provides that the Board of Supervisors of a county may, upon receipt by the Commissioner of Transportation of a resolution from said Board, enter into an agreement with the DEPARTMENT to resume responsibility for secondary highways within said COUNTY; and

WHEREAS, Section 33.1-84.1 of the Code of Virginia, as amended, also indicates that such agreement shall specify the equipment, facilities, personnel, and funding that will be provided in order to implement such agreement's provisions; and

WHEREAS, responsibility for secondary highways may include, maintenance, construction, maintenance and construction, or maintenance, construction and operations; and

WHEREAS, the COUNTY has expressed its desire to resume responsibility for certain functions as described in Appendix A attached to this agreement for the secondary highways within the county and has submitted to the DEPARTMENT a resolution indicating its desire; 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 DEPARTMENT; and

WHEREAS, the DEPARTMENT is required to meet specific requirements of the Federal Highway Administration (FHWA) on any maintenance or construction projects funded with federal transportation funds and will require the COUNTY to meet any such provisions.

NOW THEREFORE, in consideration of the mutual premises contained in the Appendices herein, the parties hereto agree as follows:

1. The COUNTY shall:
  - a. Be responsible for all activities necessary to perform the responsibilities outlined in Appendix A.

- b. Maintain accurate records of expenditures and make such information available for inspection or auditing by the DEPARTMENT and submit any information or reports identified in Appendix A.
2. The DEPARTMENT shall:
- a. Make quarterly payments to the COUNTY based on the established rate per lane mile and annual construction allocations, as identified within Attachment A to this agreement. However, where federal funds are included in the allocation, the quarterly payments made to the COUNTY shall be reduced by that amount, which shall then be reimbursed to the COUNTY in the manner as currently provided for.
  - b. If appropriate, submit invoices to the COUNTY for expenses incurred by the DEPARTMENT for work performed on behalf of the COUNTY pursuant to this agreement.
  - c. Audit the COUNTY's Project records and documentation as may be required to verify COUNTY compliance with federal and state laws and regulations.
  - d. Make available to the COUNTY guidelines and training to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A outlines the responsibilities assumed by the COUNTY. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to the Appendix A.
4. Nothing in this agreement shall be construed as a waiver of the COUNTY's or the Commonwealth of Virginia's sovereign immunity.
5. As long as the DEPARTMENT retains operational responsibility and ownership of the secondary system, the DEPARTMENT reserves the right to perform work as necessary to address a critical issue or ensure the safety of the traveling public, however, the performance of such work does not relieve the COUNTY of its responsibilities pursuant to this agreement. The COUNTY will be given notice of such a determination and given a timeframe to address the issue before VDOT takes corrective action. VDOT may seek reimbursement through billing or reduce the quarterly payments for its actual costs associated with performing such work at the discretion of the Department.
6. This agreement may be terminated by the County upon advance written notice being provided to the DEPARTMENT no later than June 30 of any year and a Termination Agreement would then be prepared and executed by both parties becoming effective July 1 of the following year. This agreement may be terminated by the Department in such cases where the COUNTY has

failed to fulfill their responsibilities as outlined in Appendix A, but only after a thorough review of those circumstances, notice and consultation with the COUNTY of those circumstances, and a final decision supporting such termination by the Commissioner of Transportation. In the case of maintenance devolution or full devolution, the agreement cannot be terminated by the COUNTY within the first 2 years of the effective date of this agreement.

7. In the event of a mandatory termination of this agreement by the DEPARTMENT due to non-performance by the COUNTY of its responsibilities pursuant to this agreement, the DEPARTMENT will establish the transition period.
8. In the event of termination, real property or other assets identified in Appendix A, transferred to the COUNTY by the DEPARTMENT as part of this agreement shall be returned to the DEPARTMENT unless otherwise agreed upon by both parties. In the case where the COUNTY made payment for said property, equipment or facilities, the DEPARTMENT shall reimburse the COUNTY for its initial expenses unless otherwise provided for in the Termination Agreement.

THE COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been agreed to 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.

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

NOTE: The official signing for the COUNTY 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

**Attachments**

Appendix A

Maintenance MOU

Construction MOU