

MEMORANDUM OF AGREEMENT

FOR MAINTENANCE OF THE ALBEMARLE COUNTY FIRE AND RESCUE IVY FIRE EMERGENCY SIGNAL

THIS MEMORANDUM OF AGREEMENT made and executed in triplicate this ____ day of _____, 2015, by and between the COUNTY OF ALBEMARLE, VIRGINIA, hereinafter referred to as the COUNTY, and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, §33.1-12 and §33.1-13 of the Code of Virginia, as amended, provide that the Commissioner may "do all acts necessary or convenient for constructing, improving, maintaining, and preserving the efficient operation of the roads embraced in the systems of state highways ..."; and

WHEREAS, the DEPARTMENT is undertaking project # 0000107920, which benefits the COUNTY; and

WHEREAS, the COUNTY has requested an emergency traffic signal to access Ivy Road from Kirtley Lane to facilitate rapid emergency responses from its Fire Station located on Kirtley Lane; and

WHEREAS, the DEPARTMENT does not object to this request.

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

1. The COUNTY shall:
 - a. Replace and/or repair the traffic signal, pole and/or mast arm if subjected to any catastrophic damage requiring full replacement of mast arm/poles and/or foundations;
 - b. Perform any lifecycle maintenance activities if inspection reveals any need for replacement; and
 - c. Notify the DEPARTMENT within 30 days of any cessation in the use of the Albemarle County Fire and Rescue site for Fire and/or Emergency Service operations.
2. The DEPARTMENT shall:
 - a. Retain routine maintenance and operational control of the traffic signal, pole and mast arm.
 - b. Deactivate and remove from operation the Albemarle County Fire and Rescue signal upon notification from the COUNTY that the site will cease to be used for Fire and/or Emergency Service operations.
3. The DEPARTMENT and the COUNTY agree that all currently established policies and procedures for the urban system extend to this Agreement.
4. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the COUNTY or of the Commonwealth of Virginia.

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 either party upon 30 days advance written notice. If this Agreement is terminated by the COUNTY, the DEPARTMENT will not replace the signal and the COUNTY consents to the removal of the signal at the end of its lifecycle or upon any damage making it inoperable. If this Agreement is terminated by the DEPARTMENT, the COUNTY may assume maintenance responsibility for the signal or may remove it, at the COUNTY's option.

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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 ALBEMARLE, VIRGINIA:

Signature

Typed or printed name of signatory

Date

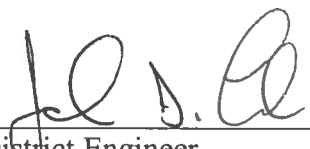
Title

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.

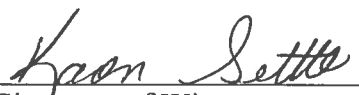
COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:



District Engineer
Commonwealth of Virginia
Department of Transportation

8/20/15

Date



Signature of Witness

8/20/15

Date