

Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Loudoun County
(Recipient Entity)

Project Name: Northern Virginia ITS/ICM Improvements

NVTA Project Number: 2022-315-1

This Standard Project Agreement for Funding and Administration (“this Agreement”) is made and executed in duplicate on this _____ day of _ June ____, 2025__, as between the Northern Virginia Transportation Authority (“NVTA”) and Loudoun County (“Recipient Entity”).

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act (“the NVTA Act”), Chapter 25 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the “NVTA Fund”) in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances (“NVTA Bond Proceeds”) to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement (“the Project”) satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, is located within a locality embraced by NVTA’s geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTA;

WHEREAS, Loudoun County formally requested that NVTA provide funding to the Project by timely submitting an application for NVTA funding in response to NVTA’s call for projects;

WHEREAS, NVTA has reviewed Loudoun County’s application for funding and has approved Loudoun County’s administration and performance of the Project’s described scope of work;

WHEREAS, based on the information provided by Loudoun County, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A)(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by Loudoun County to finance the Project;

WHEREAS, NVTA agrees that Loudoun County will design and/or construct the Project or perform such other specific work for the Project and Loudoun County agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Loudoun County’s administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTA’s governing body and Loudoun County’s governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity’s clerk’s minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

Loudoun County shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to Loudoun County to advance the Project to the next phase until the current phase is completed. In any circumstance where Loudoun County seeks to advance a Project to the next phase using NVTA funds, Loudoun County shall submit a written request to NVTA's Chief Executive Officer ("CEO") explaining the need for NVTA's funding of an advanced phase. NVTA's CEO will thereafter review the circumstances

underlying the request in conjunction with Appendix B and NVTAs current and projected cash flow position and make a recommendation to NVTAs whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Loudoun County from providing its own funds to advance a future phase of the Project and from requesting reimbursement from NVTAs for having advance funded a future phase of the Project. However, Loudoun County further recognizes that NVTAs reimbursement to Loudoun County for having advance funded a Project phase will be dependent upon NVTAs cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTAs CEO will periodically update NVTAs project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Loudoun County shall provide all information required by NVTAs so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTAs requests for payment consistent with Appendix B and the most recently approved NVTAs cash flow estimates that include NVTAs standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTAs and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTAs, Loudoun County can expect to receive payment within twenty (20) days upon receipt by NVTAs. Approved payments may be made by means of electronic transfer of funds from NVTAs to or for the account of Loudoun County.
8. Promptly notify NVTAs CEO of any additional project costs resulting from unanticipated circumstances and provide to NVTAs detailed estimates of additional costs associated with those circumstances. Loudoun County understands that it

will be within NVTAs sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTAs will do so only in accordance with NVTAs approved Project Selection Process and upon formal action and approval by NVTAs.

Loudoun County shall timely provide to NVTAs a complete and accurate update to Appendix B, if NVTAs approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTAs no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTAs Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to Loudoun Countys Project: a) Prior to any NVTAs funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTAs member localities; b) any such funds released by NVTAs for such project will be in addition to the funds that the NVTAs member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTAs until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTAs.
11. Should Loudoun County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Loudoun County shall certify to NVTAs that all such matching funds have been either authorized and/or appropriated by Loudoun Countys governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia

Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Loudoun County and provide copies of any such financial records to NVTa, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Loudoun County; and provide to NVTa copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTa for all NVTa funds (with interest earned at the rate earned by NVTa) that Loudoun County misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code (“the NVTa Act”) Chapter 766 of the 2013 Virginia Acts of Assembly (“Chapter 766”), or any term or condition of this Agreement.
15. Name NVTa and its Bond Trustee or require that all Loudoun County’s contractors name NVTa or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Loudoun County for the Project and present NVTa with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTa that Loudoun County may use NVTa funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTa’s in-house legal counsel) in connection with the work performed under this Agreement Loudoun County so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTa, that upon final payment to all contractors for the Project, Loudoun County will use the Project for its intended purposes for the duration of the Project’s useful life. Under no circumstances will NVTa be considered

responsible or obligated to operate and/or maintain the Project after its completion.

18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Loudoun County.
19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Loudoun County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Loudoun County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Loudoun County is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Loudoun County is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that Loudoun County will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that Loudoun County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to Loudoun County the funding authorized by NVTa for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.
2. Assign a Regional Transportation Planner for the Project. NVTa's Regional Transportation Planner will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's CEO and its Chief Financial Officer ("CFO"), all payment requisitions submitted by Loudoun County for the Project. NVTa's Regional Transportation Planner will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Regional Transportation Planner all Loudoun County's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Regional Transportation Planner will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Regional Transportation Planner will then make a recommendation to the NVTa's CFO and CEO whether to authorize payment, refuse payment, or seek additional information from Loudoun County. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Regional Transportation Planner will notify Loudoun County in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances

will NVTA authorize payment for any work performed by or on behalf of Loudoun County that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all Loudoun County's supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's CEO. NVTA's CEO will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's CEO will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of Loudoun County's financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that Loudoun County has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's CEO and will advise Loudoun County's designated representative in writing. Loudoun County will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review Loudoun County's response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that Loudoun County has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from Loudoun County of

all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by Loudoun County. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to Loudoun County to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. Loudoun County may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Loudoun County to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, Loudoun County shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from Loudoun County's material breach of this Agreement. If so

terminated, Loudoun County shall refund to NVTA all funds NVTA provided to Loudoun County for the Project (including interest earned at the rate earned by NVTA). NVTA will provide Loudoun County with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Loudoun County may request that NVTA excuse Loudoun County from refunding all funds NVTA provided to Loudoun County for the Project based upon Loudoun County's substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse Loudoun County from refunding all or a portion of the funds NVTA provided to Loudoun County for the Project. No such request to be excused from refunding will be allowed where Loudoun County has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Loudoun County will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's CEO and Loudoun County's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to Loudoun County's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Financial Interest in Project Assets

Loudoun County agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTA under this Agreement ("Project Assets") for the designated

transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this Agreement. In the event that Loudoun County fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Loudoun County shall refund to NVTA with interest at the rate earned by NVTA the amount attributable to NVTA's proportionate financial interest in the value of said Project Asset. If Loudoun County refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from Loudoun County by pursuit of any remedies available to NVTA, including but not limited to NVTA's withholding of commensurate amounts from future distributions of NVTA funds to Loudoun County.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTA, to the attention of its CEO;

2600 Park Tower Drive, Suite 601
Vienna, VA 22180

2) to Loudoun County, to the attention of Tim Hemstreet, County Administrator
PO BOX 7000
Leesburg, VA 20175 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

Loudoun County represents that it is not acting as a partner or agent of NVTa; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

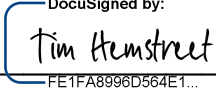
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: _____

Date: _____

Loudoun County (Name of Recipient Entity)

By:  Tim Hemstreet
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Date: 06/23/2025



Northern Virginia Transportation Authority FY2022-2027 Six Year Program

Northern Virginia ITS/ICM Improvements

Date Submitted: 09/30/2021


APPLICATION #: LDN-023
Route 7 Corridor ITS Implementation Program

Project Description

Loudoun County has been a rapidly-growing leader in various aspects of technology in community and business life and is the fastest-growing County in Virginia. This growth has coincided with a rapid increase in traffic congestion, roadway construction, and a rise in multimodal transportation options. Despite its status as a leader in technology in community and business life, however, Loudoun County lacks baseline technologies to provide improved traffic operations and information to travelers. This Implementation Plan defines a program of projects for the County to achieve this baseline of technology and provide situational awareness to operators and travelers. The following actions are proposed:

- Integrate with Waze via its Connected Citizens Program (CCP) to share information on work zones, road closures, planned events, and incidents.
- Provide additional camera coverage at known bottleneck and high-crash locations.
- Provide overhead and portable message sign deployments for traveler information and alerts.
- Implement systems for monitoring road conditions during severe weather events, including devices for monitoring flooding at known hotspot locations.
- Deploy intelligent safety improvements for bicycles and pedestrians at trail crossings and intersections.
- Deploy smart parking infrastructure at targeted garages, lots, or streets to inform travelers of parking space availability and aid in wayfinding.
- Provide dynamic traveler information displays at transit hubs and activity centers to inform users of travel options and enhance economic development.
- Build out a communication network to support transportation technology, including a County-owned fiber optic network for transportation
- Improve incident management on Route 28, Route 7, and US 50 using County-funded safety service patrols
- Increase use of novel data source for transportation planning, including third-party probe data and smart sensor data.
- Pilot active real-time traffic signal management of an arterial corridor.
- Pilot an autonomous shuttle circulator service in a transit-oriented urban development.
- Establish a Loudoun County Transportation Operations Center (TOC) of appropriate scale to actively monitor and manage the transportation network.

This application is specifically directed at the Route 7 Corridor in Loudoun County

Primary Mode(s)	Secondary Mode(s)
	
Application Number	LDN-023
Primary TransAction ID Number	339
Submitting Jurisdiction/Agency	Loudoun County
Location	Route 7 corridor in Loudoun County from Clarke County to Fairfax County
Requested NVTA Funds	\$2,500,000.00
NVTA Funds Approved	\$2,500,000
Previous NVTA Funds Received	\$0.00
Total Cost to Complete Project	\$3,777,000.00

Project Location



Project Milestones

	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition
Earlier					
FY21					
FY22					
FY23					
FY24		X			
FY25			X		
FY26				X	
FY27					
Beyond					

Project Funding

Source	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
Total Cost	\$0	\$277,000	\$1,000,000	\$2,500,000	\$0	\$3,777,000
NVTA Funds Applied	\$0	\$0	\$0	\$2,500,000	\$0	\$2,500,000
Local		\$277,000	\$1,000,000	\$0		\$1,277,000
Total Other	\$0	\$277,000	\$1,000,000	\$0	\$0	\$1,277,000
Gap	\$0	\$0	\$0	\$0	\$0	\$0

Project Analysis Highlights

Congestion Reduction Relative to Cost (CRRC) Rating	2,064.26
Congestion Reduction Relative to Cost (CRRC) Rank	1
TransAction Project Rating	20.10
TransAction Project Rank	9
Project's Past Performance (Percentage of expected funds that was reimbursed by 12/31/2021)	N/A
Jurisdiction/Agency's Past Performance on All Projects (Percentage of expected funds that was reimbursed by 12/31/2021)	56 %
Percentage of Total Project Cost Covered by Funds from Sources Other than NVTA	34 %
Local Priority	5
Number of Supporting Resolutions (does not include resolution from applicant's own Board/Council)	0
Number of NVTA-Funded Project(s) Nearby	1
Regional Funds allocated to NVTA-Funded Project(s) Nearby	\$58,000,000



SCOPE, SCHEDULE, COST, AND FUNDING UPDATE #1

SPA #:	2022-315-1	Submitted On:	May 15, 2025
NVTA Project #:	315	Submitted By:	Bob.Brown@loudoun.gov
NVTA Project Title:	Northern Virginia ITS/ICM Improvements	Status:	Submitted, No Signed Document

Project Schedule & Scope Changes

The project scope continues to provide ITS improvements along the Route 7 Corridor. Since the approval of this project for funding by NVTA the County, VDOT, and the Loudoun County Board Of Supervisors have selected the three locations for implementation of ITS equipment along the Route 7 Corridor; between Belmont Ridge Road and Crosstrail Boulevard, between Loudoun County Parkway and Route 28, and between Sterling Boulevard and Dranesville Road. This is in line with the original project description as the County has been able to further vet and identify these three final locations for implementation. The project completion date remains the same as VDOT anticipates construction commencing in the Fall of 2025 with completion by the Summer of 2026. These new ITS signs will provide the critical information to VDOT, the County, and the general public in operating the roadways as provided in the original project description.

Items being implemented under this Project are:

- * Provide additional camera coverage at known bottleneck and high-crash locations.
- * Provide overhead and portable message sign deployments for traveler information and alerts.
- * Implement systems for monitoring road conditions during severe weather events, including devices for monitoring flooding at known hotspot locations.
- * Build out a communication network to support transportation technology, including a County-owned fiber optic network for transportation
- * Improve incident management on Route 28, Route 7, and US 50 using County-funded safety service patrols.

Project Schedule Changes

	START	END	
Study			<input checked="" type="checkbox"/> N/A
Design / Engineering / Environmental	FY2024	FY2026	
ROW and Utilities	FY2026	FY2026	
Construction	FY2026	FY2026	
Asset Acquisition			<input checked="" type="checkbox"/> N/A

B-1 - Total Cost by Phase and Fiscal Year

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY2026	\$0.00	\$65,000.00	\$0.00	\$2,500,000.00	\$0.00	\$2,565,000.00
Totals	\$0.00	\$65,000.00	\$0.00	\$2,500,000.00	\$0.00	\$2,565,000.00

B-2 - Update Other Secured Funding Sources

Source	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
Total Cost	\$0	\$65,000	\$0	\$2,500,000	\$0	\$2,565,000
NVTA Funds Applied	\$0	\$0	\$0	\$2,500,000	\$0	\$2,500,000
Local		\$65,000		\$0		\$65,000
Total Other	\$0	\$65,000	\$0	\$0	\$0	\$65,000
Gap	\$0	\$0	\$0	\$0	\$0	\$0

B-3 - Update Project Reimbursement Cash Flow for NVTA Funds in this SPA Only

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2026	\$0.00	\$0.00	\$0.00	\$2,500,000.00	\$0.00	\$2,500,000.00
Totals	\$0.00	\$0.00	\$0.00	\$2,500,000.00	\$0.00	\$2,500,000.00

B-4 - Quarterly Project Reimbursement Cash Flow by Quarter of Expenditure. For NVTA Funds in this SPA Only

Year	September	December	March	June	Total
FY2026	\$0.00	\$500,000.00	\$2,000,000.00	\$0.00	\$2,500,000.00
Totals	\$0.00	\$500,000.00	\$2,000,000.00	\$0.00	\$2,500,000.00
Previously Reimbursed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

RECIPIENT ENTITY

By: Loudoun County

Name:

DocuSigned by:

Tim Hemstreet

FE1FA8996D564E1...

Title: Tim Hemstreet, County Administrator

NVTA

Transportation Planner

Date

CFO

Date

CEO

Date

APPLICATION #: LDN-023

Date Submitted: 09/30/2021

Local Priority: 5

Application Status: Funded

Adopted Year: 2022

1: GENERAL PROJECT INFORMATION

1.1: Primary TransAction ID

339 - Northern Virginia ITS/ICM Improvements

1.2: Secondary TransAction IDs

1.3: What is the primary TransAction corridor segment in which this project is physically located?

1.4: What other TransAction corridor segments is this project physically located in?

1.5: Project Title

Northern Virginia ITS/ICM Improvements

1.6: Project Subtitle

Route 7 Corridor ITS Implementation Program

1.7: Primary Supported Mode

Transportation Technology (e.g. ITS)

1.8: Secondary Supported Modes

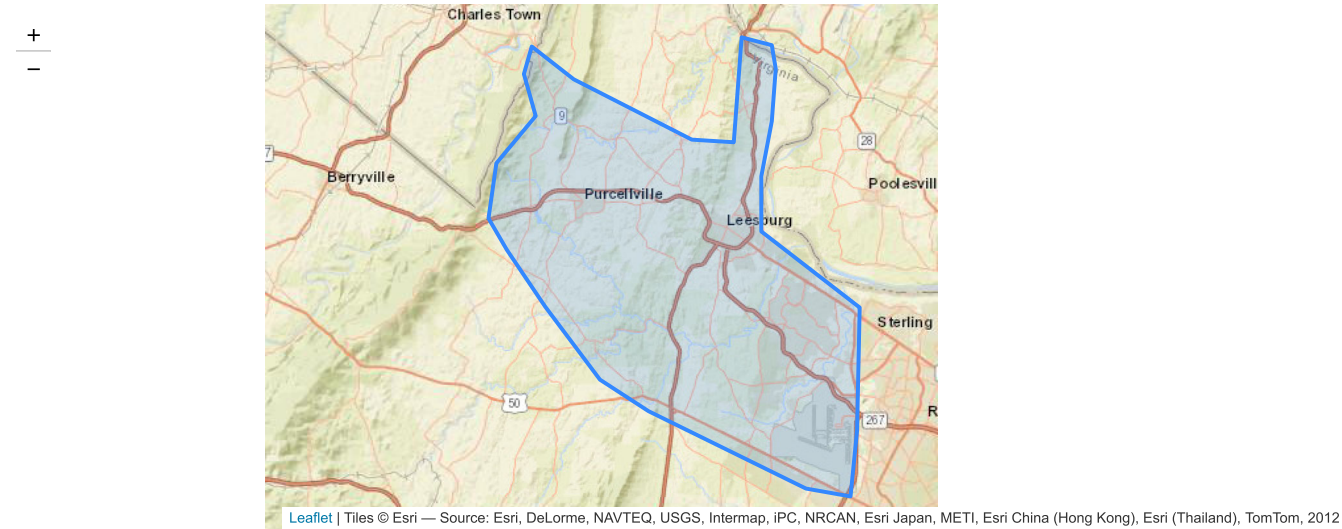
1.9: Project Description

Loudoun County has been a rapidly-growing leader in various aspects of technology in community and business life and is the fastest-growing County in Virginia. This growth has coincided with a rapid increase in traffic congestion, roadway construction, and a rise in multimodal transportation options. Despite its status as a leader in technology in community and business life, however, Loudoun County lacks baseline technologies to provide improved traffic operations and information to travelers. This Implementation Plan defines a program of projects for the County to achieve this baseline of technology and provide situational awareness to operators and travelers. The following actions are proposed: • Integrate with Waze via its Connected Citizens Program (CCP) to share information on work zones, road closures, planned events, and incidents. • Provide additional camera coverage at known bottleneck and high-crash locations. • Provide overhead and portable message sign deployments for traveler information and alerts. • Implement systems for monitoring road conditions during severe weather events, including devices for monitoring flooding at known hotspot locations. • Deploy intelligent safety improvements for bicycles and pedestrians at trail crossings and intersections. • Deploy smart parking infrastructure at targeted garages, lots, or streets to inform travelers of parking space availability and aid in wayfinding. • Provide dynamic traveler information displays at transit hubs and activity centers to inform users of travel options and enhance economic development. • Build out a communication network to support transportation technology, including a County-owned fiber optic network for transportation • Improve incident management on Route 28, Route 7, and US 50 using County-funded safety service patrols • Increase use of novel data source for transportation planning, including third-party probe data and smart sensor data. • Pilot active real-time traffic signal management of an arterial corridor. • Pilot an autonomous shuttle circulator service in a transit-oriented urban development. • Establish a Loudoun County Transportation Operations Center (TOC) of appropriate scale to actively monitor and manage the transportation network. This application is specifically directed at the Route 7 Corridor in Loudoun County

1.10: Project Location Text

Route 7 corridor in Loudoun County from Clarke County to Fairfax County

1.11: Project Location Map



1.12: Local Priority

5

1.13: Does this project support Metro or VRE core capacity?

Yes

1.14: Project URL

2: PROJECT TIMEFRAMES

2.1: Timeframes by Phase

	START	END
Study	N/A	N/A
Design/Engineering/Environmental	FY2024	FY2024
ROW and Utilities	FY2025	FY2025
Construction	FY2026	FY2026
Asset Acquisition	N/A	N/A

2.2: Potential Delay Risk Factors

None

2.3: For Design-Build project, estimated date for funding verification

3: COST AND FUNDING

3.1: Total Cost by Phase and Fiscal Year

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2024	\$0.00	\$277,000.00	\$0.00	\$0.00	\$0.00	\$277,000.00
FY2025	\$0.00	\$0.00	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00
FY2026	\$0.00	\$0.00	\$0.00	\$2,500,000.00	\$0.00	\$2,500,000.00
Totals	\$0.00	\$277,000.00	\$1,000,000.00	\$2,500,000.00	\$0.00	\$3,777,000.00

3.2: NVTA Funding Request by Phase and Fiscal Year of Expenditure

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2026	\$0.00	\$0.00	\$0.00	\$2,500,000.00	\$0.00	\$2,500,000.00
Totals	\$0.00	\$0.00	\$0.00	\$2,500,000.00	\$0.00	\$2,500,000.00

3.3: Other Secured Funding Sources

Source	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
Total Cost	\$0	\$277,000	\$1,000,000	\$2,500,000	\$0	\$3,777,000
NVTA Funds Applied	\$0	\$0	\$0	\$2,500,000	\$0	\$2,500,000
Local		\$277,000	\$1,000,000	\$0		\$1,277,000
Total Other	\$0	\$277,000	\$1,000,000	\$0	\$0	\$1,277,000
Gap	\$0	\$0	\$0	\$0	\$0	\$0

3.4: Other Sources Applied for But Not Yet Secured

None

3.5: Other Sources under consideration for applying for any gap remaining

The County has budgeted in the adopted FY 2022 CIP 1,277,000 to advance this project. Loudoun County has supported the installation of ITS Technology along the Route 50 Corridor and will continue to support the implementation of ITS along Route 7.

4: PROJECT IMPACTS

4.1: Which facilities will experience capacity increases and/or how will this result in improved traffic flow/transit services?

none

4.2: What congestion problem does the project address and how will it reduce congestion?

Loudoun County is working to enhance its ability to quickly alert local and pass- through commuters of a hazard or emergency situation, especially in "mission critical" situations. Additionally, Loudoun County strives to improve reporting of work zone impacts and coordination between adjacent work zones. The County is working on a phased approach starting with the deployment of cameras and message signs. The phasing was determined considering parallel intersection prioritization studies, the phasing of our "Message Sign Deployments project" in this plan, and to provide relatively uniform coverage of key roadways. Locations may be adjusted as implementation decisions are made and sight lines are evaluated. Increased sharing of information to travelers on work zones or planned events, leading to increased person throughput, reduced person hours of delay, and a reduction in secondary crashes, and situational awareness for County staff of traffic incidents and anomalies

4.3: Provide current and forecasted traffic/ridership data with and without the project.

		COUNT	YEAR	SOURCE/EXPLANATION
Data For: Existing facility	Current			
Data Type: AADT	Future Without Project			
Data Frequency: Annual	Future With Project			

4.4: How will the project improve regional connectivity between/within regional activity centers and jurisdictions?

Loudoun County is working to enhance its ability to quickly alert local and pass- through commuters of a hazard or emergency situation, especially in "mission critical" situations. Additionally, Loudoun County strives to improve reporting of work zone impacts and coordination between adjacent work zones. The County is working on a phased approach starting with the deployment of cameras and message signs. The phasing was determined considering parallel intersection prioritization studies, the phasing of our "Message Sign Deployments project" in this plan, and to provide relatively uniform coverage of key roadways. Locations may be adjusted as implementation decisions are made and sight lines are evaluated. Increased sharing of information to travelers on work zones or planned events, leading to increased person throughput, reduced person hours of delay, and a reduction in secondary crashes, and situational awareness for County staff of traffic incidents and anomalies

4.5: How will the project improve integration between modes & systems?

Loudoun County is working to enhance its ability to quickly alert local and pass- through commuters of a hazard or emergency situation, especially in "mission critical" situations. Additionally, Loudoun County strives to improve reporting of work zone impacts and coordination between adjacent work zones. The County is working on a phased approach starting with the deployment of cameras and message signs. The phasing was determined considering parallel intersection prioritization studies, the phasing of our "Message Sign Deployments project" in this plan, and to provide relatively uniform coverage of key roadways. Locations may be adjusted as implementation decisions are made and sight lines are evaluated. Increased sharing of information to travelers on work zones or planned events, leading to increased person throughput, reduced person hours of delay, and a reduction in secondary crashes, and situational awareness for County staff of traffic incidents and anomalies

4.6: Is safety the primary purpose of this project?

Yes

4.7: How will the project improve safety?

Loudoun County is working to enhance its ability to quickly alert local and pass- through commuters of a hazard or emergency situation, especially in "mission critical" situations. Additionally, Loudoun County strives to improve reporting of work zone impacts and coordination between adjacent work zones. The County is working on a phased approach starting with the deployment of cameras and message signs. The phasing was determined considering parallel intersection prioritization studies, the phasing of our "Message Sign Deployments project" in this plan, and to provide relatively uniform coverage of key roadways. Locations may be adjusted as implementation decisions are made and sight lines are evaluated. Increased sharing of information to travelers on work zones or planned events, leading to increased person throughput, reduced person hours of delay, and a reduction in secondary crashes, and situational awareness for County staff of traffic incidents and anomalies

4.8: What synergies exist between this project and other projects your jurisdiction/agency is applying for this SYP update cycle?

All projects developed in Loudoun consider ITS the use of ITS components that support the mission plan, as shown in the attachment :
LOUDOUN COUNTY: TRANSPORTATION TECHNOLOGY PLAN A TSMO ROADMAP IMPLEMENTATION PLAN FINAL AUGUST 2017

4.9: What synergies exist between this project and other projects other jurisdictions/agencies is applying for this SYP update cycle?

Loudoun's plans include coordination and connectivity with VDOT's programs.

4.10: What synergies exist between this project and other projects previously approved for NVTa regional revenues?

Loudoun's plans include coordination and connectivity with VDOT's programs.

4.11: If this project includes traffic signal enhancements, please explain what signal timing philosophy will be used, and how this will be coordinated with neighboring signals (including in adjacent jurisdictions).

Loudoun's plans include coordination and connectivity with VDOT's programs.

4.12: If this project includes transit signal priority, please explain how signal timing changes will be coordinated with the jurisdiction/agency responsible for signal timing.

na

4.13: Please explain how this project and its expected transportation impacts align with NVTa's Core Values of equity, safety, and sustainability. Please provide supporting data/analysis. Upload the document below.

5: OTHER INFORMATION

5.1: Is this project included in the current CLRP?

No

5.2: Title of the project in CLRP

5.3: CLRP ID

5.4: Project VDOT UPC Number, if existing

5.5: Project DRPT Number, if existing

5.9: List internet links to any additional information in support of this project

5.6: Is this project included in the current TIP?

No

5.7: Title of the project in TIP?

5.8: TIP ID

6: ATTACHMENTS

Attachments

File Name: Loudoun_County_TSMO_Implementation_Plan_August_2017.pdf

Attachment Type: Planning study

Date Added: 09/27/2021

<https://novagateway.org/Home/GetFile/491?attachmentType=Attachments>

File Name: Intelligent Transportation System.pdf

Attachment Type: Other

Date Added: 09/27/2021

<https://novagateway.org/Home/GetFile/492?attachmentType=Attachments>

7: CERTIFICATIONS

7.1: Submitter Agreed to all Terms if project is approved for funding:

- ✓ Commit all necessary operations/maintenance funds
- ✓ Adhere closely to approved SPA Appendix A and B, or provide timely updates on a regular basis and as needed in the event of schedule changes, scope changes, etc.
- ✓ Provide a monthly status report on project progress to NVTA staff
- ✓ Provide NVTA staff with timely notice of project-related public events such as information meetings and hearings, allowing NVTA members and staff to attend, track, occasionally participate in, and publicize such events. Timely notice means providing schedule and location information to NVTA staff when such events are in the early planning stage;
- ✓ Include NVTA logo and a partnership statement as appropriate on all public-facing materials such as websites, media releases/advisories, presentations, reports, handouts, display boards, and construction signage. An example of the partnership statement is 'project is (jointly) funded by the Northern Virginia Transportation Authority'. If the public-facing materials include detailed information regarding funding sources and amounts, the NVTA funding amount shall be explicitly included
- ✓ Provide NVTA with appropriate insurance certification and keep the certificates up to date
- ✓ Coordinate with NVTA staff to ensure accurate and complete reimbursement requests for timely processing
- ✓ Coordinate with NVTA staff before finalizing any third party administration agreement with another agency for project administration (NVTA may not recognize or be able to participate in such agreements);
- ✓ Adhere to all relevant NVTA Policies.

7.2: Staff Point of Contact

Name: Robert S. Brown
Title: Regional Transportation Coordinator
Email: bob.brown@loudoun.gov
Phone: 703-777-0122

7.3: PIO Point of Contact

Name: Shawn Taylor Zelman Ph.D.
Title: Communications Manager
Email: Shawn.Zelman@loudoun.gov
Phone: 703-737-8056

7.4: Digital Signature

Robert Shepard Brown

7.5: Date

09/30/2021

RESOLUTIONS

Primary - Certified Copy of your Board/Council resolution in support of the application

File Name: Resolution of Support for Loudoun and Leesburg FY 2022- Fy 2027 SYP Projects-revised.pdf

<https://novagateway.org/Home/GetFile/332?attachmentType=PrimaryResolutions>

Supporting - Signed copy of Board/Council resolution in support of the application

Clarification Requests

Request Details

Accepted

Date requested: 2/9/2022 12:12:35 PM

Request Notes

As per email conversation between Bob Brown (Loudoun County) and Sree Nampoothiri (NVTA) on February 2, 2022, the secondary mode "Roadway" has been removed from the application.

Response notes

I accept this change

APPENDIX D-Tax Covenants

TAX COVENANTS (For Bond Funded Projects Only)

The Recipient Entity will not permit more than five percent of the total amount of NVTB Bond Proceeds or the Financed Property to be used directly or indirectly (i) for a Private Business Use or (ii) to make or finance loans to Nongovernmental Persons. Any transaction that is generally characterized as a loan for federal income tax purposes is a "loan" for purposes of this paragraph. In addition, a loan may arise from the direct lending of NVTB Bond Proceeds or may arise from transactions in which indirect benefits that are the economic equivalent of a loan are conveyed, including any contractual arrangement which in substance transfers tax ownership and/or significant burdens and benefits of ownership.

The Recipient Entity agrees not to requisition or spend NVTB Bond Proceeds for any Project Cost not constituting a Capital Expenditure.

Except as may be described in Appendix B, the Recipient Entity neither has on the date of this Agreement nor expects to have after this date any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Recipient Entity is receiving NVTB Bond Proceeds.

The Recipient Entity acknowledges that it may have to provide detailed information about the investment of the amount of any requisition unless (i) payments are remitted directly by NVTB to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTB advances the amount of the requisition. NVTB may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTB's bonds or other debt financing pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

"Capital Expenditure" means any cost of a type that is properly chargeable to capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

"Federal Government" means the government of the United States and its agencies or instrumentalities.

"Financed Property" means the property financed by the NVTB Bond Proceeds.

"General Public Use" means use of Financed Property by a Nongovernmental Person as a member of the general public. Use of Financed Property by a Nongovernmental Person in a Trade or Business is treated as General Public Use only if the Financed Property is intended to be available and in fact is reasonably available for use on the same basis by natural persons not

engaged in a Trade or Business. Use under arrangements that convey priority rights or other preferential benefits is not use on the same basis as the general public.

"Governmental Person" means any Person that is a state or local governmental unit within the meaning of Section 141 of the Code (or any instrumentality thereof).

"NVTB Bond Proceeds" means, as used herein, the sale proceeds of any NVTB bonds or other debt instrument and the investment earnings on such proceeds, collectively.

"Nongovernmental Person" mean any Person other than a Governmental Person. For the purposes hereof, the Federal Government is a Nongovernmental Person.

"Person" means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, corporation or partnership or any other entity (including the Federal Government and a Governmental Person).

"Private Business Use" means a use of the NVTB Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTB Bond Proceeds. Both actual and beneficial use by a Nongovernmental Person may be treated as Private Business Use under Section 141 of the Code. In most cases, however, Private Business Use results from a Nongovernmental Person having special legal entitlements to use the Financed Property under an arrangement with the Recipient Entity. Examples of the types of special legal entitlements resulting in Private Business Use of Proceeds include (i) ownership for federal tax purposes of Financed Property by a Nongovernmental Person and (ii) actual or beneficial use of Financed Property by a Nongovernmental Person pursuant to a lease, a Service Contract, an incentive payment contract or certain other arrangements such as a take-or-pay or other output-type contract. Private Business Use of the Financed Property may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. Any arrangement that is properly characterized as a lease for federal income tax purposes is treated as a lease for purposes of the Private Business Use analysis. An arrangement that is referred to as a management or Service Contract may nevertheless be treated as a lease, and in determining whether a management or service contract is properly characterized as a lease, it is necessary to consider all of the facts and circumstances, including (i) the degree of control over the property that is exercised by a Nongovernmental Person, and (ii) whether a Nongovernmental Person bears risk of loss of the Financed Property. Private Business Use of Financed Property that is not available for General Public Use may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. In determining whether special economic benefit gives rise to Private Business Use, it is necessary to consider all of the facts and circumstances, including one or more of the following factors: (i) whether the Financed Property is functionally related or physically proximate to property used in the Trade or Business of a Nongovernmental Person, (ii) whether only a small number of Nongovernmental Persons receive the economic benefit, and

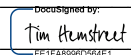
(iii) whether the cost of the Financed Property is treated as depreciable by the Nongovernmental Person.

"Service Contract" means a contract under which a Nongovernmental Person will provide services involving all, a portion or any function of any Financed Property. For example, a Service Contract includes a contract for the provision of management services for all or any portion of Financed Property. Contracts for services that are solely incidental to the primary governmental function or functions of Financed Property (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not included in this definition. Additional contracts not included in this definition are (i) a contract to provide for services by a Nongovernmental Person in compliance with Revenue Procedure 97-13, 1997-1 C.B. 632, as modified by Revenue Procedure 2001-39, I.R.B. 2001-28, (ii) a contract to provide for services by a Nongovernmental Person if the only compensation is the reimbursement of the Nongovernmental Person for actual and direct expenses paid by the Nongovernmental Person to unrelated parties and (iii) a contract to provide for the operations by a Nongovernmental Person of a facility or system of facilities that consists predominately of public utility property (within the meaning of Section 168(i)(10) of the Code), if the only compensation is the reimbursement of actual and direct expenses of the Nongovernmental Person and reasonable administrative overhead expenses of the Nongovernmental Person.

"Trade or Business" has the meaning set forth in Section 141(b)(6)(B) of the Code, and includes, with respect to any Nongovernmental Person other than a natural person, any activity carried on by such Nongovernmental Person. "Trade or Business" for a natural person means any activity carried on by such natural person that constitutes a "trade or business" within the meaning of Section 162 of the Code.

RECIPIENT ENTITY

By: Loudoun County

Name:  Tim Hemstreet
DocuSigned by: FETFA8960D564E1...

Title: Tim Hemstreet, County Administrator

Date: 06/23/2025

Appendix E -Authorization of designee(s)

Attach this page to the recipient governing body's authorization for their respective designee(s) to execute the Standard Project Agreement and Tax Covenant (if applicable) on their behalf(s) as evinced by entity's clerk's minutes.

Submission of the original signed or certified copy of the governing body's authorization is required

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN
BOARD OF SUPERVISORS



**A RESOLUTION OF AUTHORIZATION FOR SUBMISSION TO THE NORTHERN VIRGINIA
TRANSPORTATION AUTHORITY (NVTa) FOR A FISCAL YEAR 2026 APPROPRIATION**

WHEREAS, The Board of Supervisors of Loudoun County, Virginia (Board) at the October 19, 2021, Board Business Meeting, directed (5-0-4) staff to prepare and submit applications to the Northern Virginia Transportation Authority (NVTa) for five projects. The projects included Northern Virginia Intelligent Transportation Systems and Integrated Corridor Management (ITS/ICM) Improvements; and

WHEREAS The Board on October 19, 2021, also authorized the Department of Transportation and Capital Infrastructure (DTCI) to submit a Standard Project Agreement (SPA) on behalf of the County, and authorized the County Administrator or his designee to execute SPA agreements and any future adjustments on behalf of the Board; and

WHEREAS, in accordance with NVTa Regional (70%) funding allocation procedures, Standard Project Agreements between the Applicant and NVTa are required prior to the start of a project approved by NVTa for funding.

NOW, THEREFORE, BE RESOLVED THAT, the Loudoun County Board of Supervisors requests the Northern Virginia Transportation Authority to accept a SPA from the County, as approved by the Board on June 17, 2025, for the following project and amount:

2022-315-1: Northern Virginia ITS/ICM Improvements - \$2,500,000

BE IT FURTHER RESOLVED THAT the Loudoun County Board of Supervisors authorizes the Department of Transportation and Capital Infrastructure to submit a Standard Project Agreement, approved as to form by the County Attorney, and authorizes the County Administrator or his designee to execute the agreements and any future adjustments on behalf of the Board.

APPROVED this 17 day of June, 2025.

By: Phyllis J. Randall
Phyllis J. Randall, Chair, At-Large
DocuSigned by:

By: Tim Hemstreet
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Tim Hemstreet, County Administrator