



Virginia Railway Express Operations Board

1500 King Street • Suite 202 • Alexandria, Virginia 22314-2730 • (703) 684-1001 • FAX (703) 684-1313
Web Site: <http://www.vre.org> • E-Mail: gotrains@vre.org

July 2, 2009

Mr. Henry Connors, Jr.
Chairman
Board of Supervisors
Spotsylvania County
P. O. Box 99
Spotsylvania, VA 22553

Re: Spotsylvania County Participation in VRE and PRTC

Dear Mr. Connors:

Following receipt of the Spotsylvania County Attorney's April 17, 2009 letter outlining the provisions that the Spotsylvania County Board of Supervisors proposed for joining the Virginia Railway Express (VRE) and the Potomac and Rappahannock Transportation Commission (PRTC), the VRE Operations Board discussed the letter at its very next meeting on June 19, 2009. I am writing to provide the Operations Board's response to the County's proposed provisions. Both PRTC and the Northern Virginia Transportation Commission (NVTC), who each must approve the membership terms, give great deference to recommendations of the VRE Operations Board.

Overall, the VRE Operations Board very much believes Spotsylvania County should join VRE, and is committed to facilitating this to the greatest extent possible. As you know, this desire is not new. VRE's member governments have intermittently discussed membership with the County since before VRE service began, and more earnestly for the past several years. VRE is regarded as a premier commuter rail service; the realization of a shared vision by the member governments that efficient, cost effective commuter rail service is an essential component of their economic success.

The member jurisdictions understand why the County seeks to minimize all risks associated with operating and funding a mass transit system. However, the provision of any essential public service carries some form of risk and should not be the reason to not provide the service. As such, the VRE Operations Board felt that the County's effort to remove all of its risk from the agreement was simply not realistic and could not be accommodated. Nonetheless, the risks that the County wishes to avoid are shared by all member jurisdictions and the sentiment is that the VRE Master Agreement and the terms previously discussed, as well as those described below, satisfactorily address those risks.

1. Withdrawal – the VRE Master Agreement provides for withdrawal by a member upon negotiation of terms acceptable to all parties to the agreement. The founding members purposely avoided more specific language for two reasons. First, the Master Agreement is a financing document which has been essential in gaining funding for VRE equipment over the years. The VRE has been advised by bond counsel and its financial advisors that a

detailed exit clause could undermine the creditworthiness of the entire enterprise by signaling a lack of commitment to the service by the funding jurisdictions.

Second, the absence of an exit clause does not prevent a member jurisdiction from requesting to withdraw and negotiating the terms for such. However, because the circumstances surrounding a withdrawal request cannot be accurately predicted at this time, a realistic and valid exit clause cannot be pre-negotiated. While a member's payment of its share of any debt incurred while the member was a party to the VRE Master Agreement is generally seen as a prerequisite for a mutually agreeable withdrawal, whether that is the only prerequisite would depend on the situation. In reality, the terms upon which a member could withdraw can only be known when the time arises. It is widely expected that, once a member, a jurisdiction would never desire to end its participation in VRE and none have to-date.

2. Rail Station In Spotsylvania County - the existing member jurisdictions were responsible for funding the station(s) located in their jurisdiction. VRE funded railroad and system improvements and the two destination stations at Crystal City and L'Enfant. VRE maintains its commitment to fund and construct all required third track improvements necessary for revenue service from a Spotsylvania station. VRE also maintains its commitment to provide system station amenities including fare collection and passenger notification equipment. However, while VRE will provide assistance in applying for and obtaining grant funding with which a station and parking facility can be built, the costs for a station in the County cannot be borne by the other VRE members.

VRE's member jurisdictions have completed several very successful station and parking projects with VRE support; and in some cases, very little or no funding from the jurisdiction was required. While VRE Operations Board policy states that any required grant funding match for station and parking projects be provided by the jurisdiction in which the project is located, numerous options exist for providing this match beyond a cash contribution, including in-kind services and proffered improvements. VRE is prepared to assist the County in gaining grant funding for station and parking facilities if the County desires our assistance.

While VRE is intent on retaining the cost sharing arrangements described above, we are willing to remove from the membership agreement the requirement that the County build a station in order to join VRE. While the VRE Operations Board strongly recommends a station be built by the County, the County would have no obligation under the membership agreement to build it. In the event the County decided to build a station, the foregoing provisions would apply.

3. Gas Tax Relative to VRE/PRTC Subsidy Payment - the Operations Board members were very sympathetic to the County's desire in this regard and, with the exception of Arlington and Fairfax Counties and the City of Alexandria which rely entirely on their general fund to subsidize VRE, all members would like such a provision for themselves. Nonetheless, the VRE Operations Board feels very strongly that it cannot agree to cap the County's annual payment for VRE and PRTC at the County's amount of the gas tax earned in that year. A cap on appropriations tied to an uncertain revenue source greatly weakens the creditworthiness of the VRE Master Agreement. Instead, the VRE Operations Board urges the County to recognize that it is a shared desire to manage the growth in VRE subsidy

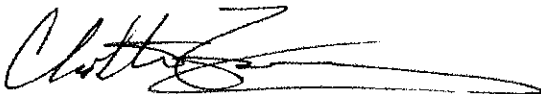
which shapes the annual budget development process, with the additional safeguard that each jurisdiction has an absolute veto on the budget each year.

That shared desire is why VRE management has been directed to stabilize local subsidy requests given the current financial climate. In fact, in FY 2010, a budget was adopted in which the total requested subsidy was less than the FY 2009 level. Moreover, the budget process is very open and collaborative. In fact, the existing unanimity requirement guards against an unacceptably high annual subsidy for any jurisdiction. The County would not only have a representative on the Chief Administrative Officer's Budget Task Force, which meets monthly during VRE's budget season beginning in June, but would also receive numerous briefings at the VRE Operations Board before the budget is presented for formal consideration and adoption in December. If after completing this process, the County was unsatisfied with the budget, it could disapprove it. Without unanimous consent among all member jurisdictions, the budget would be remanded to the Operations Board for further discussion and amendment.

4. Deferral of VRE/PRTC subsidy – the VRE Operations Board is willing to entertain deferral options within certain parameters. However, rather than leaving a deferral entirely within the discretion of the County, any deferral, including amount and duration, must be the subject of mutual agreement. Since a deferral would be negotiated upon entry, the terms of such can be negotiated now and will depend on such matters as whether and when the County anticipates building a station. In addition, while the VRE Operations Board understands that the County will want to address a variety of transportation needs, the member jurisdictions should not be expected to forego any payments by the County so all of the County's gas tax revenue can be devoted to other transportation purposes.

The VRE Operations Board is very interested in finalizing the terms under which Spotsylvania County will join VRE and PRTC. In an effort to keep the process moving forward, I ask that you continue working with VRE's Chief Executive Officer, Dale Zehner, and VRE Counsel, Stephen Maclsaac. In addition, if there is anything I can do to personally help move this opportunity forward; please do not hesitate to contact me.

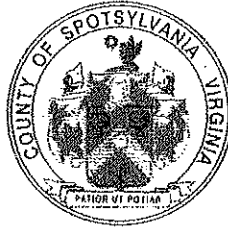
Sincerely,



Christopher Zimmerman
Chairman

cc: VRE Operations Board Members
Dale Zehner, VRE
Stephen A. Maclsaac, Esquire
Rick Taube, NVTC
Al Harf, PRTC

County of Spotsylvania
Founded 1721



Board of Supervisors
HENRY "HAP" CONNORS, JR.
GARY JACKSON
JERRY I. LOGAN
EMMITT B. MARSHALL
BENJAMIN T. PITTS
GARY F. SKINNER
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Jacob P. Stroman, IV
County Attorney

9105 COURTHOUSE ROAD
P.O. BOX 308
SPOTSYLVANIA, VIRGINIA 22553

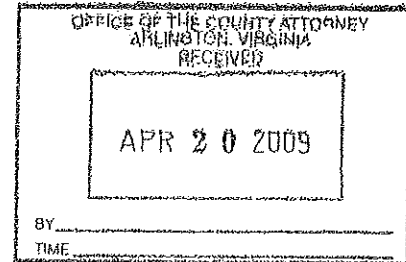
PHONE: (540) 507-7020
FAX: (540) 507-7028

Service, Integrity, Pride

April 17, 2009

VIA E-MAIL AND FIRST CLASS MAIL

Stephen A. MacIsaac
County Attorney
One Courthouse Plaza
2100 Clarendon Boulevard, Suite 403
Arlington, Virginia 22201



Re: Draft Joining Agreement for Spotsylvania County

Dear Steve:

Enclosed please find a draft joining agreement for Spotsylvania to join the Potomac Rappahannock Transportation Commission ("PRTC") and the Virginia Railway Express ("VRE"). The Board of Supervisors considered this agreement at its meeting on April 14, 2009, and directed me to forward it on for consideration. I believe that all of these provisions were discussed during our telephone conversation on April 10.

The highlights of the provisions that the Board of Supervisors is submitting for consideration in the proposed joining agreement are as follows:

- A. Allowing Spotsylvania to remain a member of the Potomac and Rappahannock Transportation Commission in the event of withdrawal from VRE, in order to allow for repayment of debt. See Section 2(e).
- B. Avoiding a Mandatory Real Estate Tax Reduction. See Sections 3(a) and 3(b).
- C. Potential General Fund Exposure. See Section 5(d).
- D. Payment for VRE Station. See Section 7.
- E. Deferral of Payment of Administrative Expenses and VRE Subsidy for up to three years. See Section 9(a).
- F. Easing Withdrawal Conditions. See Section 11.


Stephen A. MacIsaac
April 17, 2009
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G. Joining Agreement Would Control in the Event of a Conflict Between the Documents. See Section 18.

The Board looks forward to receiving feedback regarding the proposed joining agreement. I greatly appreciate the time you have devoted to working with us on the various issues relative to Spotsylvania's possible membership in VRE.

With best regards, I am,

Sincerely yours,



Jacob P. Stroman, IV
County Attorney

Enclosure

cc: Honorable Chairman and Members of
the Board of Supervisors
C. Douglas Barnes, Interim County Administrator

STAFF INTERNAL WORKING DRAFT
Not reviewed by Commissions

Draft July 17, 2006 revised by VRE March 26, 2009
further revised by Spotsylvania County April 17, 2009

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AGREEMENT GOVERNING SPOTSYLVANIA COUNTY'S
ADMISSION TO MEMBERSHIP IN PRTC
AND
PARTICIPATION IN THE VRE

THIS AGREEMENT, made the ___ day of _____, 2009, between and among the Potomac and Rappahannock Transportation District Commission, (hereinafter referred to as "the Potomac and Rappahannock Transportation Commission" or "PRTC"), the Northern Virginia Transportation District Commission, (hereinafter referred to as "the Northern Virginia Transportation Commission" or "NVTC"), (PRTC and NVTC hereinafter referred to collectively as "the Commissions"), and the Board of County Supervisors of Spotsylvania County, Virginia, (hereinafter referred to as "Spotsylvania County" or "the County").

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WITNESSETH:

WHEREAS, by duly adopted resolution, Spotsylvania County has found, in accordance with §15.2-4504 of the Code of Virginia, 1950, as amended, that the orderly growth and development of the County and the comfort, convenience and safety of its citizens require an improved transportation system, and that joint action with the members of the Potomac and Rappahannock Transportation Commission will facilitate the planning and development of the needed transportation system; and

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WHEREAS, among the elements of the Potomac and Rappahannock Transportation Commission's transportation plan that Spotsylvania County has determined furthers its transportation interests is the Virginia Railway Express commuter rail service, (hereinafter referred to as the "VRE service"), jointly owned by the Potomac and Rappahannock Transportation Commission and the Northern Virginia Transportation Commission and operated by the Virginia Railway Express Operations Group; and

WHEREAS, Spotsylvania County has requested that the Potomac and Rappahannock Transportation Commission permit it to become a member of the District in accordance with the terms and conditions hereafter set forth; and

WHEREAS, the Potomac and Rappahannock Transportation Commission has agreed to permit Spotsylvania County to become a member of the District in accordance with the terms and conditions hereafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the terms hereof, the value and sufficiency of which are hereby mutually acknowledged, the Potomac and Rappahannock Transportation Commission, the Northern Virginia Transportation Commission, and Spotsylvania County agree to the following terms and conditions:

1. Effective Date.

- a) This Agreement is effective upon its approval and execution by PRTC, NVTC, and Spotsylvania County, and the occurrence of each of the following:
- i. Approval by Spotsylvania County of an Amended Founding Ordinance and Master Agreement for PRTC, (hereinafter referred to as "the Amended PRTC Founding Ordinance"), providing for Spotsylvania County's admission to PRTC as a member;
 - ii. Certification by the Secretary of the Commonwealth that the requirements of §15.2-4529 of the Code of Virginia, 1950, as amended, have been satisfied and that Spotsylvania County is a member of PRTC, and entry of such certification in the minutes of a meeting of the Spotsylvania County Board of County Supervisors; and
 - iii. Approval and execution by PRTC, NVTC, the counties of Arlington, Fairfax, Prince William, and Stafford, the cities of Alexandria, Fredericksburg, Manassas, and Manassas Park, and Spotsylvania County of an Amended Master Agreement for the Provision of Commuter Rail Services in Northern Virginia, (hereinafter referred to as "the Amended VRE Master Agreement"), providing for Spotsylvania County becoming a participating jurisdiction as such term is used in the VRE Master Agreement.
- b) Spotsylvania County shall approve and execute this Agreement, the Amended PRTC Founding Ordinance, and the Amended VRE Master Agreement prior to consideration of approval of any of those documents by the parties thereto.
- c) In the event the preceding events do not occur by _____, 200_, this Agreement shall be void and of no effect.

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2. Spotsylvania County's Membership in PRTC.

- a) Not later than thirty (30) days from approval of this Agreement by Spotsylvania County, the County shall approve the Amended PRTC Founding Ordinance, and thereafter agrees to be bound by its terms.
- b) As a member of PRTC, Spotsylvania County shall be entitled to all of the rights, and obligated for all of the responsibilities, of such membership as provided by this Agreement, the Amended PRTC Founding Ordinance, and the Amended VRE Master Agreement, as well as the laws of the Commonwealth of Virginia.
- c) Such membership rights shall include but not be limited to participation in the transaction of PRTC business through two voting representatives of the County on the PRTC governing commission, and the levy within Spotsylvania County of a motor vehicle fuels sales tax in accordance with the laws of the Commonwealth of Virginia and its receipt by PRTC for use for transportation purposes of the District subject to the consent of Spotsylvania County as provided for in the Amended PRTC Founding Ordinance.
- d) Such membership responsibilities shall include but not be limited to payment of Spotsylvania County's proportionate share of PRTC's administrative expenses as hereafter described.

e) If Spotsylvania County withdraws from VRE, as set forth in Section XI of the VRE Master Agreement or Section 11 of this Agreement, the PRTC agrees that Spotsylvania County may remain a member of the commission and continue to collect the two percent fuel tax set forth in § 58.1-1720 of the Code of Virginia until its share of any debt incurred by PRTC or VRE while the County was a member has been paid in full.

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3. Applicability of § 58.1-1721 of Code of Virginia, 1950, as amended.

a) The parties acknowledge that Spotsylvania County is subject to the provisions of § 58.1-1721 of the Code of Virginia, 1950, as amended, requiring a reduction of Spotsylvania County's real estate tax, or its real estate and other locally levied taxes, in certain circumstances. The parties agree that this Agreement complies with those provisions and those provisions do not apply because, among other reasons, in the first full fiscal year in which the motor vehicle fuels sales tax is levied those revenues (1) will not be used for bus services the County would otherwise have paid for since the County will continue to use general fund revenues for those purposes, and (2) will not be used for rail services the County would otherwise have paid for since there are no

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rail services the County would have agreed to fund and the only rail services the County will participate in are those funded with the motor vehicle fuels sales tax.

b) The parties acknowledge that, notwithstanding the foregoing, the obligation to comply with §58.1-1721 of the Code of Virginia, 1950, as amended, is Spotsylvania County's; however, the Commissions agree to provide their resources and assistance to the County in responding to any question of whether there has been compliance. In the event there is a final determination that the County failed to comply with §58.1-1721 of the Code of Virginia, 1950, as amended, then PRTC agrees that it shall consent to the use of motor vehicle fuel sales tax revenues generated in the County, to the extent such revenues are available, to reimburse the County the amount of general fund revenue that was used for bus or rail services that might otherwise have been funded with motor fuels sales tax revenues.

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4. Certification by the Secretary of the Commonwealth.

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- a) Upon the occurrence of 1.a.(i) and (iii) above, PRTC shall, in accordance with §15.2-4529 of the Code of Virginia, 1950, as amended, file with the Secretary of the Commonwealth all documentation required by the laws of the Commonwealth of Virginia and the Secretary to evidence the addition of Spotsylvania County as a member of PRTC and to certify such membership as required by law.
- b) Spotsylvania County agrees to cooperate as necessary to accomplish the foregoing, and to enter such certification promptly in the minutes of a meeting of the County's Board of County Supervisors.

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5. PRTC Administrative Expenses, VRE Subsidy and Debt Service.

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- a) Effective the first full month following the date of certification of Spotsylvania County's membership in PRTC by the Secretary of the Commonwealth, Spotsylvania County shall be obligated to pay a portion, prorated by month and equal to the remaining months in the fiscal year, of its annual share of PRTC's administrative expenses for the then current fiscal year as such shares are determined for all PRTC members in the Amended PRTC Founding Ordinance. The foregoing amount shall be paid to PRTC not later than ninety (90) days after the effective date of the aforesaid certification.
- b) In the event that Spotsylvania County fails to pay the aforesaid amount in full within the stated time, PRTC may fund such unpaid amount from the motor fuels sales tax revenue generated in the County.

Spotsylvania County hereby consents to the use of the tax revenue for such purpose.

- c) In each fiscal year following the fiscal year in which this Agreement becomes effective, Spotsylvania County shall, in accordance with the Amended PRTC Founding Ordinance, pay its proportionate share of PRTC's administrative expenses in the amount set forth in PRTC's adopted budget for that fiscal year.

d) Notwithstanding the above, the total obligations incurred by Spotsylvania County as a result of being a member of PRTC and VRE shall consist of the following: (1) PRTC Administrative Expenses, (2) VRE Subsidy, (3) new Debt Service of PRTC and VRE as authorized by Spotsylvania County. Spotsylvania County's financial liability in any given year shall not exceed an amount equal to the total annual motor vehicle fuel sales tax collected in Spotsylvania County for that year. In no event shall Spotsylvania County be required to satisfy its financial obligations to PRTC and VRE from any revenue source other than the fuel tax.

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6. Spotsylvania County's Participation in VRE.

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- a) Not later than thirty (30) days from approval of this Agreement by Spotsylvania County, the County shall approve and execute the Amended VRE Master Agreement.
- b) As a participating jurisdiction in the VRE commuter rail service, Spotsylvania County shall be entitled to all of the rights, and obligated for all of the responsibilities, of a participating jurisdiction as provided by the Amended VRE Master Agreement, as well as by this Agreement.
- c) Spotsylvania County shall have the right to participate in the transaction of VRE related business through its membership in PRTC. However, the County shall not have a right, or otherwise be entitled, to representation on the VRE Operations Board except as such representation may be provided for by PRTC in its appointment of PRTC representatives to the VRE Operations Board.

d) Following the date of certification of Spotsylvania County's membership in PRTC by the Secretary of the Commonwealth, and subsequent to the first fiscal year in which this Agreement is effective, in accordance with the provisions of paragraph 9, Spotsylvania County shall pay a portion, prorated by month and equal to the remaining months in the fiscal year, of its annual share of the VRE budget for the then current fiscal year in which this Agreement was effective as such

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shares are determined for all VRE participating jurisdictions in the Amended VRE Master Agreement. The foregoing amount shall be paid to the VRE ~~in accordance with the provisions of paragraph 9.~~

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- e) In the event that Spotsylvania County fails to pay the aforesaid amount in full within the stated time, PRTC may fund such unpaid amount from the motor fuels sales tax revenue generated in the County. Spotsylvania County hereby consents to the use of the tax revenue for such purpose.
- f) In each fiscal year following the fiscal year in which this Agreement becomes effective, Spotsylvania County shall, in accordance with the Amended VRE Master Agreement, be obligated to consider appropriating funds sufficient to pay its annual share of the VRE budget as set forth in the VRE adopted budget each fiscal year.

7. Spotsylvania County VRE Station.

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- a) Spotsylvania County shall ~~not~~ be responsible for funding the ~~acquisition of property, environmental review, design, or construction of a commuter rail station, including a boarding platform in the railroad right-of-way which will become subject to the operation and control of PRTC and NVTC, nor the adjoining commuter rail patron parking lot accessible to publicly maintained roads at a location agreed upon by Spotsylvania County and PRTC and NVTC, acting jointly as the VRE, (hereinafter referred to when acting jointly as "the VRE"), in Spotsylvania County. The station design shall be consistent with the design of stations now served by the VRE service and shall be approved by the VRE. The parking lot, which shall be subject to the operation and control of Spotsylvania County, shall have a parking capacity of not less than one thousand (1,000) spaces and may be built in phases approved by the VRE. However, the capacity of the parking lot at the time the station is initially served by the VRE shall be not less than five hundred (500) spaces, (hereinafter referred to as "the initial parking lot"). All costs associated with the environmental review, design, and construction of the station and parking lot shall be borne by VRE, payable from grant funds or other proceeds not derived by or obtained from Spotsylvania County with the exception of monies or improvements from proffers accepted by Spotsylvania County pursuant to a conditional rezoning. Such costs may include but are not limited to property acquisition, rezoning or other local government approvals, compliance with requirements prerequisite to obtaining state or federal funding for the station or parking lot such as archeological and environmental study, and permits.~~

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- b) The construction of the station and the initial parking lot shall be completed and ready for use by the VRE service on or before the later of two (2) years from the effective date of this Agreement or completion by the VRE of an extension of the railroad line necessary to serve the station as such extension is described hereinafter. The VRE and the County will work together so that the station and initial parking lot is available for service contemporaneously with the completion of the VRE line extension described in paragraph 8. Once such station and initial parking lot is available for service, the VRE shall provide VRE service to the station in accordance with the VRE's established schedules and operating policies.
- c) The VRE shall be responsible for the funding, design and construction of the station and in particular the boarding platform located within railroad right-of-way. VRE shall also be responsible for obtaining all necessary approvals from CSX Transportation,

8. Extension of Rail Line By VRE.

- a) The VRE shall be responsible for funding the property acquisition, environmental review, design, and construction of an extension of the existing railroad right-of way, and all other related infrastructure necessary to provide VRE service to the station provided for in paragraph 7 above. The VRE's responsibilities shall be subject to obtaining funding and necessary approvals from CSX Transportation for the foregoing.
- b) The VRE shall commence such environmental review, design, and construction, and shall seek funding for the same, not later than upon the effective date of this Agreement.
- c) Spotsylvania County shall cooperate with the VRE in completing the foregoing work, providing assistance in obtaining prompt plan review and permit issuance, among other things, to the extent reasonably possible.

9. Deferral of Debt Service, PRTC Administrative Expenses and VRE Subsidy,

- a) PRTC and VRE agree to defer Spotsylvania County's payment of its PRTC Administrative Expenses, any VRE annual subsidy, and any new Debt Service of PRTC and VRE as authorized by Spotsylvania County, for up to three (3) years to permit the County to accrue motor vehicle fuels tax revenue sufficient to fund the County's obligations without using general fund monies. Such deferral shall be without interest. A decision to defer payment of debt service, PRTC Administrative Expenses, VRE Subsidy and any new Debt Service of

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~~Deleted: by serving as the liaison between the County and CSX Transportation, Inc. This shall not, however, modify or relieve Spotsylvania County of its responsibilities set forth above, with the exception of any work done in the railroad right-of-way which shall be subject to~~

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~~<#>By separate agreement between Spotsylvania County and the VRE, the VRE may agree to perform specified responsibilities of the County, including but not limited to hiring or managing contractors to design or construct the station or parking lot, subject to funding by the County of such responsibilities.¶~~

~~¶~~

~~In the event that Spotsylvania County fails to fund the environmental review, design, and construction of the station and the initial parking lot, and to construct the same, as provided for above, the VRE may perform such responsibilities and PRTC may fu~~ ... [1]

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PRTC and VRE as authorized in part by Spotsylvania County shall be at the County's sole discretion.

- b) Within sixty (60) days of the end of the deferral period provided above, Spotsylvania County shall pay to PRTC the full amount of PRTC administrative expenses deferred by PRTC and shall pay to the VRE the full amount of the County's annual subsidy deferred by the VRE.
- c) In the event that Spotsylvania County fails to pay either of the aforesaid amounts in full within the stated time, PRTC may fund such unpaid amounts from the motor fuels sales tax revenue generated in the County. Spotsylvania County hereby consents to the use of the tax revenue for such purposes.

10. Marketing of VRE Service in Spotsylvania County.

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Contemporaneous with the commencement of VRE service to Spotsylvania County, the VRE will include, in its on-going evaluation of marketing and promotion of VRE service, an analysis of methods to reflect the expansion of service to the County, as well as other potential places, so that VRE ridership is maximized. The VRE agrees to consult with Spotsylvania County staff during the aforesaid analysis.

11. Termination.

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This Agreement may be terminated by any party at any time prior to its effective date upon not less than thirty (30) days written notice addressed to the chairman of the each of the respective parties, governing bodies. After its effective date, this Agreement may not be terminated except as provided for in the Amended PRTC Founding Ordinance and the Amended VRE Master Agreement. Notwithstanding the preceding sentence, Spotsylvania County may unilaterally withdraw from this Agreement, the Amended PRTC Founding Ordinance and the Amended VRE Master Agreement with or without the consent of the other parties thereto.

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12. Governing Law.

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This Agreement shall be governed by the laws of the Commonwealth of Virginia.

13. Entire Agreement.

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This Agreement, together with the Amended PRTC Founding Ordinance and the Amended VRE Master Agreement, constitutes the entire agreement between the parties pertaining to Spotsylvania County's admission as a member of PRTC and the County's participation in the VRE service, and supersedes all prior oral and written understandings. Amendments to this Agreement shall not be effective unless in writing and signed by all parties hereto.

14. Severability.

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If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

15. Time.

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With respect to all time periods contained in this Agreement, it is expressly understood that time shall be of the essence.

16. Waiver.

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Failure by either party to insist upon or enforce any of its rights hereunder shall not constitute a waiver thereof.

17. Authorized Signatures.

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This Agreement has been duly approved by the respective governing bodies of each of the parties and the below signed individuals have each been duly authorized to execute this Agreement on behalf of the party.

18. Conflicting Provisions.

In the event of a conflict between the provisions of this Agreement and the Amended VRE Master Agreement or the Amended PRTC Founding Ordinance, the provisions of this agreement shall control.

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WHEREFORE, the parties hereto, by their duly authorized representative, have executed this Agreement as of the date aforesaid.

POTOMAC and RAPPAHANNOCK
TRANSPORTATION COMMISSION

CHAIRMAN

CLERK

NORTHERN VIRGINIA
TRANSPORTATION COMMISSION

CHAIRMAN

CLERK

BOARD OF COUNTY SUPERVISORS OF
SPOTSYLVANIA COUNTY

CHAIRMAN

Approved as to form:

County Attorney

CLERK

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