MEMORANDUM OF AGREEMENT BETWEEN THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY ("NVTA"), COUNTY OF LOUDOUN AND THE TOWN OF LEESBURG REGARDING DISTRIBUTION AND USE OF 30% FUNDS UNDER CHAPTER 766 OF THE 2013 VIRGINIA ACTS OF ASSEMBLY

THIS MEMORANDUM OF AGREEMENT, effective this ____ day of _____, 2014 (the "Agreement"), by and between NVTA, County of Loudoun, a member of ("NVTA") and the Town of Leesburg, a Qualifying Town under the NVTA Act and under Enactment Clause 8 of Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766").

WITNESSETH:

WHEREAS, NVTA was established by the Northern Virginia Transportation Authority Act, Va. Code Ann. §§ 15.2- 4829 *et seq.*, the local jurisdiction members of which include the counties of Arlington, Fairfax, Loudoun, and Prince William, and the cities of Alexandria, Falls Church, Fairfax, Manassas, and Manassas Park (collectively and individually "City/County"); and

WHEREAS, in accordance with Va. Code Ann. § 15.2-4838.01, a special non-reverting fund for Planning District 8, known as the Northern Virginia Transportation Authority Fund was created in the Virginia state treasury, comprised of taxes and fees levied in accordance with the aforesaid Code section and any other funds that may be received for the credit of the aforesaid fund (the "Fund"), the proceeds of which fund are distributed to NVTA for use in accordance with Va. Code Ann. § 15.2-4838.1; and

WHEREAS, in accordance with, and subject to the requirements of, § 15.2-4838.1, thirty percent (30%) of the revenues received by NVTA shall be distributed on a pro rata basis to each City/County with each City/County's share being the total of the revenues received by NVTA that are generated by or attributable to such City/County divided by the total of such revenue received by NVTA (the "30% Funds"); and

WHEREAS, among the other requirements of Va. Code Ann. § 15.2-4838.1, each City/County shall deposit all Fund revenues received from NVTA in a separate, special fund ("The Local Fund") to be used for additional urban or secondary road construction, for other capital improvements that reduce congestion, for other transportation capital improvements in NVTA's most recent long range transportation plan, or for public transportation purposes; and

WHEREAS, § 15.2-4838.1 further requires each City/County to provide annually to NVTA sufficient documentation as required by NVTA showing that the 30% Funds received by the City/County were used as required by § 15.2-4838.1B.1; and

WHEREAS, § 15.2-4835 provides that the administrative expenses of NVTA, as set forth in NVTA's annual budget, shall be allocated among the component counties and cities based on relative population which–administrative expenses may be paid from the 30% Funds in accordance with § 15.2-4838.1; and

WHEREAS, pursuant to Chapter 766, the legislation establishing the Fund, imposes, among other requirements, the following requirements on each City/County: (1) that each City/County deposit into its, Local Fund all revenues from the commercial and industrial tax collected under § 58.1-3221.3 pursuant to the maximum tax rate allowed

under that section or, in lieu of that amount, an amount from sources other than moneys received from NVTA equivalent to the amount that would have been received had the maximum tax rate been imposed; and (2) that each City/County expend or disburse for transportation purposes each year an amount that is at least equal to the average amount expended or disbursed for transportation purposes by the City/County between July 1, 2010 and June 30, 2013, excluding bond proceeds or debt service payments and federal or state grants; and

WHEREAS, § 15.2-4838.1B.2 provides that if any City/County fails to deposit into its Local Fund the amount equivalent to the revenue that would be generated by imposition of the maximum tax rate allowed under § 58.1-3221.3, then NVTA shall reduce the amount of the 30% Funds disbursed to the City/County by the difference between the amount that was deposited in the City/County's Local Fund and the amount that should have been deposited;

WHEREAS, Enactment Clause 8 of Chapter 766 provides that NVTA and each City/County embraced by it shall work cooperatively with towns with a population greater than 3,500 located within NVTA's member Counties ("Qualifying Towns") for purposes of implementing Chapter 766 and so as to ensure that all such "Qualifying Towns" receive their respective share(s) of the revenues pursuant to subdivision B 1 of § 15.2-4838.1.

WHEREAS Chapter 766 further provides that in the event any County appropriates or allocates any of the 30% Funds to a non-transportation purpose, that County and its Qualifying Towns shall not be the direct beneficiary or beneficiaries of any of the revenues from the NVTA Fund in the year immediately succeeding the year in which the 30% Funds were appropriated or allocated to a non-transportation purpose; and

WHEREAS Chapter 766 further provides that, in the event that any Qualifying Town appropriates or allocates any of the 30% Funds to a non-transportation purpose, not only will such Qualifying Town not be a direct beneficiary of any of the revenues in the fiscal year immediately succeeding the fiscal year in which the 30% revenues were appropriated or allocated to a non-transportation purpose, but its constituent County and all other Qualifying Towns within said County could also be judicially declared not to be direct beneficiaries of such revenues from NVTA in the next succeeding fiscal year.

WHEREAS, NVTA has a continuing responsibility to ensure that the 30% Funds are properly spent, and that each NVTA member City/County and each Qualifying Town adhere to the statutory and other legal obligations that it has with regard to the Fund;

WHEREAS, NVTA has requested that each member City/County enter into a separate Memorandum of Agreement in order to implement the provisions of Chapter 766 with regard to *inter alia* the distribution and use of funds in the manner prescribed by Va. Code Ann. §15.2-4838.1 and each member City/County has agreed;

WHEREAS NVTA and each member City/County has agreed to be bound by all terms and conditions in a separate Memorandum of Agreement ("NVTA/City-County MOA"), for purposes of ensuring that NVTA, each member City/County, and each Qualifying Town are in full compliance with Chapter 766 and all applicable requirements of the NVTA Act with regard to the receipt, maintenance, management, oversight, distribution, and use of all funds from the NVTA Fund;

NOW, THEREFORE, in consideration of the foregoing which is hereby incorporated within this "Agreement" and the mutual undertakings of the parties, the County of Loudoun and the Qualifying Town of Leesburg agree as follows:

1. NVTA's Management of NVTA Funds. NVTA will manage the NVTA Fund and all funds therein and shall receive from the Commonwealth's Comptroller regular distributions of the sums deposited in the special non-reverting fund created in the state treasury known as the Northern Virginia Transportation Authority Fund. NVTA shall accept each such distribution of funds and deposit them as it deems appropriate, and shall manage such deposits, including investments thereof which shall be made pursuant to NVTA's investment policy and procedures as such may be revised from time to time, all in accordance with generally accepted accounting principles and all applicable legal requirements. NVTA shall provide to its governing board periodic reports of deposits on hand and all disbursements and expenditures thereof, and shall obtain an annual audit of its financial records. NVTA, each component City/County, and each Qualifying Town shall use the funds solely for transportation purposes benefiting those Counties, Cities and Qualifying Towns that are embraced by NVTA in accordance with § 15.2-4838.1.

2. NVTA's Distributions of 30% Funds to Each NVTA Member City/County, including Qualifying Town Shares. NVTA will make regular distributions of the 30% Funds to each member City/County in accordance with applicable law and in accordance with the processes established by the "NVTA/City-County MOA" incorporated by reference as Attachment 1.

A. Beginning no later than the month following final approval and execution of this Agreement by the parties, NVTA shall begin to distribute to County of Loudoun the 30% Funds to which County of Loudoun is entitled pursuant to § 15.2-4838.1, with interest at the rate earned by NVTA; and, subject to NVTA's continued receipt of funds from the Comptroller, shall continue to distribute to County of Loudoun its respective 30% funds on a monthly basis; provided that County of Loudoun remains in compliance with the terms of NVTA/City-County MOA and all applicable provisions of law.

B. Upon receipt of its 30% funds as set forth in Paragraph 2A above, County of Loudoun will calculate and transfer to the separate account on its financial records that has been established in the name of Town of Leesburg in accordance with Paragraphs 4 and 7A of this Agreement, all amounts attributable to Town of Leesburg using the bases prescribed by Chapter 766 and Paragraph 7A of this Agreement in the manner set forth in Paragraph 4 of this Agreement.

C. County of Loudoun will advise Town of Leesburg on a quarterly basis or at such other intervals that are mutually agreeable to County of Loudoun and Town of Leesburg as to the balance in Town of Leesburg's special account.

D. For Town of Leesburg's planning and budgeting purposes, prior to the beginning of each fiscal year, County of Loudoun will provide to Town of Leesburg a revenue report of receipts for the previous twelve (12) months actual funds transfers from County of Loudoun to Town of Leesburg.

3. County of Loudoun and Town of Leesburg's Obligation to Pay Shares of NVTA's Administrative Expenses. Pursuant to §15.2-4835, County of Loudoun is responsible for paying its share of NVTA's total administrative expenses as set forth in NVTA's approved budget prior to the start of NVTA's fiscal year which begins July 1st of each year. NVTA shall invoice County of Loudoun for its proportionate share of NVTA's administrative expenses by June 1st of the preceding fiscal year, and County of Loudoun shall, at its election, have the option of paying in either of the following methods: (1) by having NVTA reduce the final distribution of County of Loudoun's 30% funds made to County of Loudoun after July 1st by the amount of County of Loudoun's share of the administrative expenses; or 2) by paying NVTA directly for its share of the

administrative expenses not later than July15th. County of Loudoun's failure to elect one of the foregoing methods of payment on or before July 1st of the preceding year shall result in NVTA reducing the first distribution of 30% Funds made to County of Loudoun after July 15th by the amount of County of Loudoun's share of NVTA's administrative expenses. In the event that County of Loudoun fails to pay its share of NVTA's administrative expenses by July 15th, NVTA shall withhold further distribution of all County of Loudoun's Funds from the NVTA Fund. NVTA will reduce County of Loudoun's 30% funds by the amount of County of Loudoun's delinquent share of NVTA's administrative expenses, remit the balance of County of Loudoun's 30% funds to County of Loudoun, and restore distribution of all County of Loudoun's other NVTA funding.

A. County of Loudoun's payment of its full amount of NVTA's administrative expenses must include the portion of such administrative expenses that are attributable to Town of Leesburg, and County of Loudoun will seek reimbursement from Town of Leesburg regarding Town of Leesburg's *pro rata* share of all NVTA's administrative fees that were pre-paid by County of Loudoun. Town of Leesburg's share of NVTA's annual administrative expenses shall be calculated by the relative population method as prescribed by Va. Code Ann. § 15.2-4835. Once County of Loudoun pays the full amount of its NVTA administrative expenses in the time and manner required by the NVTA/City –County MOA, County of Loudoun will thereafter send an invoice to Town of Leesburg seeking reimbursement for Town of Leesburg's portions of NVTA's administrative expenses pre-paid by County of Loudoun. Town of Leesburg will pay said invoice within thirty (30) days upon receipt. If mutually agreed upon by County of Loudoun and Town of Leesburg, Town of Leesburg's reimbursement payments may be made via electronic transfer of funds or as a direct deduction from Town of Leesburg's separate account with County of Loudoun; and Town of Leesburg shall have the same options regarding method of payment to County of Loudoun as identified in Paragraph 3 above. Failure by Town of Leesburg to pay said invoice will result in County of Loudoun withholding Town of Leesburg's 30% Funds until payment is made.

4. Establishment and Maintenance of Separate Accounts by County of Loudoun and Town of Leesburg.

A. County of Loudoun is required to deposit in its Local Fund all revenues distributed to it by NVTA pursuant to Paragraph 2 above and all revenues collected by County of Loudoun from the tax imposed pursuant to § 58.1-3221.3. If County of Loudoun has not imposed the aforesaid tax, or has not imposed it at the maximum permissible rate, then County of Loudoun is required to deposit into its Local Fund an amount, from sources other than moneys received from NVTA, that is equivalent to the difference between the revenue County of Loudoun received from the aforesaid tax and the revenue County of Loudoun would have received if it had imposed the aforesaid tax at the maximum permissible rate.

B. County of Loudoun agrees to establish, segregate, and maintain on its financial records a separate account in the name of Town of Leesburg for the purpose of calculating and distributing those revenues that are generated by and attributable to Town of Leesburg under Chapter 766. Interest on this account shall accrue at the same rate accrued on all other County of Loudoun's special transportation accounts.

C. Town of Leesburg agrees to establish, segregate, and maintain on its financial records a separate account for all NVTA funds that it receives from County of Loudoun.

D. Because County of Loudoun is required to certify to NVTA by August 1st of each year that County of Loudoun has satisfied each of the requirements of Paragraphs 4A and 4B above, on or before July 20th of each year, the chief administrative officer of Town of Leesburg shall certify to County of Loudoun, in a format prescribed by and acceptable to County of Loudoun and NVTA, that Town of Leesburg has satisfied each of the requirements set forth in this Paragraph that may be applicable to Town of Leesburg.

E. If County of Loudoun has not deposited into its Local Fund an amount equivalent to the revenue County of Loudoun would have received if it imposed the tax at the maximum permissible rate under § 58.1-3221.3, then, in any given year, NVTA shall reduce the 30% Funds distributed to County of Loudoun by the difference between the amount the County of Loudoun would receive if it was imposing the aforesaid tax at the maximum rate and the amount of revenue deposited into its Local Fund; and NVTA shall retain the amount by which the distribution of County of Loudoun's 30% Funds will be reduced for use by NVTA in accordance with § 15.2-4838.1C.1. In such situation, Town of Leesburg's percentage of County of Loudoun's share of its 30% NVTA revenues shall also be reduced *pro rata.*

5. Maintenance of Transportation Funding by County of Loudoun.

A. County of Loudoun is required to expend or disburse for transportation purposes each year an amount that is at least equal to the average annual amount expended or disbursed for transportation purposes by the County of Loudoun, excluding bond proceeds or debt service payments and federal or state grants, between July 1, 2010, and June 30, 2013. In the event that County of Loudoun does not expend or disburse the aforesaid amount in any year, County of Loudoun shall not be the direct beneficiary of any NVTA Funds in the immediately succeeding year. In such event, NVTA shall make no distribution to County of Loudoun of County of Loudoun's 30% Funds, or any other monies from the NVTA Fund to County of Loudoun or to any of County of Loudoun's Qualifying Towns, including Town of Leesburg; and, in such case, all such funds shall be used in accordance with § 15.2-4838.1C.1.

B. Although County of Loudoun and Town of Leesburg understand and acknowledge that Town of Leesburg's receipt of annual funding under Chapter 766 is expressly subject to and contingent upon County of Loudoun's annual maintenance of transportation funding efforts and requirements as set forth in Paragraph 5A above, Town of Leesburg shall have no independent requirement under Chapter 766 to maintain its own levels of transportation funding from year to year in order to receive its respective share of the 30% funds.

6. Use of 30% Funds by Town of Leesburg.

A. Town of Leesburg shall use its portion of County of Loudoun's 30% Funds as distributed to it by County of Loudoun solely for the following purposes in a manner determined by Town of Leesburg: (1) for additional urban or secondary road construction; (2) for other capital improvements that reduce congestion; (3) for other transportation capital improvements which have been approved by the most recent long range transportation plan adopted by NVTA; or (4) for public transportation purposes. Town of Leesburg shall not use any of the revenues distributed to it by NVTA to repay debt issued before July 1, 2013.

B. In the event that Town of Leesburg appropriates or allocates any of its portion of County of Loudoun's 30% Funds to a purpose other than those specified in paragraph 6A above; and unless Town of Leesburg demonstrates to the satisfaction of County of

Loudoun and NVTA that such acts were solely a result of and attributable to clerical or other unintentional, inadvertent error, then NVTA and County of Loudoun shall cease any further distributions of the 30% Funds to Town of Leesburg in the fiscal year in which the misappropriation or misallocation occurs Town of Leesburg shall not be the direct beneficiary of any of the funds from the NVTA Fund in the fiscal year immediately succeeding the year in which any of its portion of County of Loudoun's 30% Funds were misappropriated or misallocated, and such funds shall be used in accordance with §15.2-4838.1C.1. In the next succeeding fiscal year, NVTA will instruct County of Loudoun that there shall be no *pro rata* distribution of County of Loudoun's 30% funds to Town of Leesburg; and, if determined by a court of competent jurisdiction, to County of Loudoun or any other Qualifying Town located in County of Loudoun because Town of Leesburg's default could be deemed a default by County of Loudoun and by all other Qualifying Towns located in County of Loudoun.

7. County of Loudoun's Distributions of Town of Leesburg's Proportionate Share of 30% Funds to Town of Leesburg.

A. Pursuant to Chapter 766, County of Loudoun and Town of Leesburg will work cooperatively with NVTA for purposes of implementing the provisions of § 15.2-4838.1 and to ensure that all Qualifying Towns in County of Loudoun , including Town of Leesburg, receive their respective share of the 30% Funds distributed by NVTA to County of Loudoun. Such share shall be determined on the proportion of population of school age children in Town of Leesburg as compared to County of Loudoun for the purposes of calculating the portion of the 30% Funds attributable to sales tax, and the location of the tax receipts derived from the taxpaying business for purposes of calculating the portion of the 30% Funds attributable to the transient occupancy tax, and the location of the transferred property for purposes of calculating the portion of the 30% Funds attributable to the grantors tax.

B. NVTA and County of Loudoun have an ongoing responsibility to ensure that all Qualifying Towns in County of Loudoun use the 30% Funds in compliance with this Agreement, County of Loudoun's NVTA/City-County MOA, and in accordance with law. Town of Leesburg acknowledges that its failure to comply with the terms and conditions of this Agreement shall constitute a default by Town of Leesburg and could constitute a default by County of Loudoun and all other Qualifying Towns located in County of Loudoun.

C. All distributions of NVTA funds by County of Loudoun to Town of Leesburg under this Agreement will be project based and effected by the reimbursement method only. All requests for reimbursements by Town of Leesburg to County of Loudoun will be submitted in a form and manner determined by and acceptable to NVTA and County of Loudoun. Upon proper submission by Town of Leesburg to County of Loudoun; and after review and approval by County of Loudoun, County of Loudoun shall transmit payment to Town of Leesburg within thirty (30) days from receipt and may be made via electronic transfer of funds, if the two parties so agree. County of Loudoun will make every effort to effect reimbursement to Town of Leesburg within twenty (20) days or sooner, as may be practicable.

D. Without exception, all projects that Town of Leesburg selects and submits for funding reimbursement to County of Loudoun must comply with all requirements and conditions for transportation funding as prescribed under Chapter 766. Further, the County of Loudoun determination of Town of Leesburg projects is solely determined through Chapter 766 statutory and technical legal review and criteria. Upon

joint request of County of Loudoun and Town of Leesburg, NVTA will provide its technical resources or act as a non-binding mediator as between County of Loudoun and Town of Leesburg in order to assist and/or facilitate in the resolution of any question or dispute as to whether a specific Town of Leesburg transportation project may be eligible for funding under this Agreement or under Chapter 766. All such requests for assistance by NVTA should be submitted, in writing, to NVTA, c/o NVTA's Executive Director. Upon receipt of any such request, NVTA's Executive Director shall advise NVTA regarding the type of assistance requested and will thereafter make NVTA's technical and legal staff available to provide the type of assistance requested by County of Loudoun and Town of Leesburg. Nothing herein shall affect any party's rights to seek or pursue any and all remedies at law that may be available to that party to resolve any disputes.

E. If Town of Leesburg fails to comply with the project selection requirements as prescribed by Chapter 766 or fails to comply with the terms and conditions of this Agreement, it will be obligated to refund with interest to County of Loudoun all funds used contrary to this Agreement or in derogation of the law.

8. County of Loudoun's Obligation to File Annual Report to NVTA and Town of Leesburg's Obligation to File Annual Report to County of Loudoun. County of Loudoun must annually provide to NVTA an unaudited financial report, with supporting documentation, showing that the 30% Funds were used as required by Paragraph 6; which Annual Report must include sufficient documentation, showing Town of Leesburg's appropriate use of its portion of County of Loudoun's 30% funds during the previous fiscal year. Because County of Loudoun is required to provide its Report to NVTA on or before August 1st of each year, Town of Leesburg shall provide to County of Loudoun on or before July 20th of each year an unaudited financial report, using the "cash basis method of accounting" with supporting documentation in a form required by NVTA and County of Loudoun showing that all funds distributed by County of Loudoun to Town of Leesburg during the previous fiscal year were used as required by Paragraph 6 and in full compliance with the law. In the event the Town of Leesburg's audited financials show a material variance, defined as five percent (5%) or more after adjusted for the difference between cash basis accounting and accrual basis accounting, from the initial report, Town of Leesburg shall provide County of Loudoun with supplemental documentation satisfactory to County of Loudoun, detailing Town of Leesburg's use of the 30% Funds.

A. In the event the Town of Leesburg fails to provide the report or information as required above, County of Loudoun shall withhold further distributions of Town of Leesburg's 30% Funds until the report or supplemental information is provided in accordance with this Paragraph. Once Town of Leesburg provides an acceptable report with appropriate documentation, all withheld funds, inclusive of any interest accrued on such withheld funds, shall be made available for distribution to Town of Leesburg as soon as practicable.

9. Failure to Comply with Memorandum of Agreement.

A. In the event County of Loudoun fails to perform any of its obligations under this Agreement, Town of Leesburg shall provide written notice to County of Loudoun's County Executive/Manager/Administrator of such failure or non-compliance. County of Loudoun shall cure or commence to cure the event of noncompliance within thirty (30) days of receipt of notice from Town of Leesburg. Upon its receipt and review of the notice of default from Town of Leesburg, County of Loudoun may dispute any matters set forth in such notice; and in such circumstances shall advise Town of Leesburg's Town

Manager that any such matter is in dispute. In the event County of Loudoun fails to cure or commence to cure the event of noncompliance and diligently pursue completion thereof, if County of Loudoun agrees, Town of Leesburg may request the assistance of NVTA as provided in Paragraph 7D above. Nothing herein shall, however, prohibit either County of Loudoun or Town of Leesburg from pursuing all legal remedies that may be available to it at law.

B. In the event Town of Leesburg fails to perform any of its obligations under this Agreement, County of Loudoun's Executive/ Manager/Administrator shall notify the Town Manager of Town of Leesburg and notify NVTA's Executive Director that Town of Leesburg is in default. If agreed to by County of Loudoun, Town of Leesburg may request the assistance of NVTA as provided in Paragraph 7D above. Nothing herein shall, however, prohibit either County of Loudoun or Town of Leesburg from pursuing all legal remedies that may be available to it at law.

C. A cure by Town of Leesburg's of its failure to comply with the terms of this Agreement shall not alter the consequences of and penalties associated with the misuse of any 30% Funds by Town of Leesburg as set forth in Paragraph 6B of this Agreement.

10. Town of Leesburg's Obligation to Reimburse Misused Funds to County of Loudoun.

A. In the event Town of Leesburg misuses or misallocates any of the 30% Funds, in addition to the consequences set forth in Paragraph 6B, it shall reimburse County of Loudoun the full amount of such misused funds plus accrued interest. Until the full amount is reimbursed to County of Loudoun, County of Loudoun shall withhold further distributions of the 30% Funds to Town of Leesburg.

B. Town of Leesburg's reimbursement of misused funds shall not change the consequences of and penalties associated with such misuse set forth in Paragraph 6B of this Agreement.

11. Maintenance of Records by Town of Leesburg and County of Loudoun. Town of Leesburg and County of Loudoun shall maintain all records relating to the 30% Funds and the use thereof for a minimum of five (5) years from the date the record was created. In addition to the foregoing, Town of Leesburg and County of Loudoun shall comply with the Virginia Public Records Act and all applicable state and federal laws with regard to the retention of records.

12. Notice. Any notice required or permitted to be provided under this Agreement shall be in writing and delivered in person, or sent by U.S. Mail to the below named representatives at the below addresses:

Town of Leesburg:
Town Manager
Town of Leesburg
25 West Market Street
Leesburg, VA 20176

County of Loudoun:
County Administrator
County of Loudoun
PO Box 7000
Leesburg, VA 20177

Town of Leesburg and County of Loudoun may change their respective representative designated to receive notices for purposes of this Agreement by providing written notice of such change to the other party.

13. Entire Agreement. This Agreement constitutes the entire agreement between Town of Leesburg and County of Loudoun and supersedes any prior understanding or agreement between them with regard to any of County of Loudoun's distributions to Town of Leesburg of its *pro rata* portion of County of Loudoun's 30% Funds; except that the parties understand and acknowledge that the NVTA/City-County MOA as between NVTA and County of Loudoun referenced above has been expressly incorporated.

14. No Third Party Beneficiaries. The provisions of this Agreement shall inure to the benefit of, and bind Town of Leesburg and County of Loudoun, but shall not inure to the benefit of any other party or other persons; except as to NVTA, as expressly provided in this Agreement.

15. Severability. If any provision of this Agreement or the application of the provision to any circumstance is invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application of the provision will not be affected and will be enforceable to the fullest extent permitted by law.

16. Amendments. Any amendment to this Agreement must be made in writing and signed by Town of Leesburg and County of Loudoun.

IN WITNESS WHEREFORE, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the date and year aforesaid.

County of Loudoun

Attest:

_____ By: _____

Clerk Title: _____

Town of Leesburg

Attest:

_____ By: _____

Clerk Title: _____

Northern Virginia Transportation Authority

By: _____

Title: _____