



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

June 8, 2018

Mr. Mercury Payton
Town Manager, Town of Vienna
127 Center St. S.
Vienna, Virginia 22180

Re: Letter of Agreement for Initial Feasibility Study of Potential Joint Project

Dear Mercury:

This is a Letter of Agreement (the "Letter") between the Board of Supervisors of Fairfax County, Virginia (the "County") and the Town of Vienna, Virginia (the "Town") in furtherance of the parties' desire to investigate a potential joint project which would include the replacement of the Patrick Henry Library and associated parking lot (the "Library") and the creation of additional parking for the Town and library patrons.

The Patrick Henry Library is located on property owned by the County with an address of 101 Maple Ave. East, Vienna, Virginia. The County is seeking ways to address the future space needs of the Library.

The Town has expressed interest in exploring a potential partnership with the County for the joint redevelopment of the Library site. As a first step in investigating a possible joint redevelopment, the parties desire to conduct a feasibility study of the Library site. In furtherance of such, the County and the Town agree to the following terms:

1. The County, through its Department of Public Works and Environmental Services – Building Design Branch (DPWES-BDB), will contract with a third party to conduct a feasibility study as to the potential renovation of the Library, expansion of the parking facilities to include a parking structure, and other complementary uses on the site. Any procurements pursuant to this Letter, such as the feasibility study consultant, will comply with the laws and regulations governing procurements by public bodies.
2. DPWES-BDB will prepare a scope of work in coordination with the Town and will manage the feasibility study.
3. The cost of the feasibility study will be split equally between the County and the Town and will not exceed a total of \$150,000. Any funds needed above this amount will be subject to further written agreement between the parties.

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4. Upon completion of the project scope and fee negotiation, the County will request from the Town its 50% of the fee cost, up to a maximum amount of \$75,000 (the "Town Contribution"), and the Town will tender the amount to the County, in full, within ten (10) business days following receipt of the notice. The County will be responsible for tendering payment to the feasibility study consultant. The approval of the contract with the feasibility study consultant will be contingent upon receipt of the Town Contribution.
5. Nothing in this Letter may be construed as an offer or commitment by either party to enter into a joint redevelopment or make any additional expenditures. Except as expressly provided in any binding written agreement that the parties may enter into in the future, no past or future action, course of conduct, or failure to act relating to the possible joint redevelopment described in this Letter, will give rise to, or serve as a basis for, any obligation or other liability on the part of the parties.
6. This Letter supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter. The Letter may only be amended, supplemented, or otherwise modified in writing, executed by both parties.
7. This Letter may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same document, and will be effective when counterparts have been signed by each of the parties and delivered to the other party. The delivery of copies of this Letter, including executed signature pages, by electronic transmission will constitute effective delivery for all purposes.

If you agree with the foregoing, please sign and return one copy of this Letter, which thereupon will constitute our understanding with respect to its subject matter.

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

TOWN OF VIENNA, VIRGINIA

By: 
Bryan J. Hill
County Executive

By: 
Print Name: Mercury T. Payton
Title: TOWN MANAGER