

**PROPOSED AGREEMENT BETWEEN  
THE VIRGINIA DEPARTMENT OF TRANSPORTATION  
AND  
THE BOARD OF SUPERVISORS  
OF  
FAIRFAX COUNTY, VIRGINIA  
FOR ENFORCEMENT OF LAWS REGARDING ILLEGAL SIGNS AND ADVERTISING WITHIN THE  
LIMITS OF THE HIGHWAY**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Commissioner of Highways of the Commonwealth of Virginia (Commissioner), and the County of Fairfax, Virginia, acting by and through its Board of Supervisors (Board).

**WITNESSETH:**

WHEREAS, pursuant to Title 33.1, Chapter 7, Article 1 of the *Code of Virginia* (1950), as amended (*Code*), the Commissioner, as the chief executive officer of the Virginia Department of Transportation (VDOT), enforces the prohibition on the placement of signs and advertising within the limits of highways in the Commonwealth; and

WHEREAS, the Board, as the governing body of Fairfax County, has an interest in protecting the public health, safety, and welfare, and in protecting the appearance of the County, in general; and

WHEREAS, the Board has found that the proliferation of signs and advertising in the rights-of-way of highways in Fairfax County threatens the public safety and the welfare of the County, and has a negative effect on the appearance of highways; and

WHEREAS, after a public hearing on the matter and by an appropriate resolution adopted by the Board at its meeting on \_\_\_\_\_ [DATE] \_\_\_\_\_, attached hereto as Exhibit A, the Board expressed its desire and agreement to enter into this Agreement with the Commissioner to enforce the provisions of § 33.1-373 of the *Code*, and to collect the penalties and costs provided therein pursuant to § 33.1-375.1 ; and

WHEREAS, the Commissioner desires the Board's assistance in removing signs and advertising from the highways in Fairfax County.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

1. Pursuant to § 33.1-375.1 of the *Code*, the Commissioner hereby authorizes the Board to act as the Commissioner's agent for the purpose of removing any signs or advertising located within the rights-of-way, in violation of § 33.1-373 of the *Code*.
2. The Commissioner further authorizes the Board to act as the Commissioner's agent, pursuant to § 33.1-375.1 of the *Code*, for the purpose of collecting the penalties and costs provided for in § 33.1-373 of the *Code*.
3. The Board may authorize local law-enforcement agencies, including, without limitation, the Fairfax County Sheriff's Office, or other local governmental entities to act as agents of the Commissioner for the purpose of fulfilling the terms of this Agreement.
4. Any penalties and costs collected under this Agreement shall be paid to Fairfax County.

5. Any signs or advertising promoting and/or providing directions to a special event erected from Saturday through the following Monday shall not be subject to this Agreement.
6. The Board shall require each of its employees and any volunteers who are authorized to act on its behalf to comply with the provisions of this Agreement and all applicable laws.
7. If a lawfully placed sign is confiscated by an employee or volunteer authorized to act for the Board in violation of the authority granted under this Agreement, the sign owner shall have the right to reclaim the sign within five business days of the date of such confiscation.
8. The Parties agree that the following procedures shall apply to the collection of penalties and costs referenced in Paragraph 2, above, and any appeals thereto:
  - a. The Board, or its designee, when collecting the penalties and costs referenced in Paragraph 2, above, shall issue an invoice to the person, firm, or corporation that erected, painted, printed, placed, put, or affixed such sign, or advertisement, or the person, firm or corporation being advertised, for collection of any and all penalties and costs, as provided in §33.1-373, which shall provide that within 30 days, 33 days if the invoice is sent by mail, the person, firm, or corporation who receives the invoice shall either (a) remit payment of the invoice to the Board, or its designee, or (b) notify the Board or its designee in writing that matter and/or the penalties and costs are disputed.
  - b. In the event that a person, firm or corporation disputes the matter and/or penalties and costs as noted in subdivision a. the Board shall be responsible for resolving the dispute in accord with all applicable laws.
9. This Agreement may be terminated upon 30-days' written notice by either party to the other party.
10. This Agreement may be amended at any time by the written agreement of the parties.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives:

VIRGINIA DEPARTMENT OF TRANSPORTATION

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Emmett R. Heltzel, P.E.,  
State Maintenance Engineer

FAIRFAX COUNTY, VIRGINIA

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Edward L. Long Jr.  
County Executive of Fairfax County