

Contract #: C7493

VIRGINIA LOCAL TECHNICAL ASSISTANCE PROGRAM AGREEMENT

This Local Technical Assistance Program (LTAP) Agreement (“Agreement”) is entered into on the date of last execution below (“Effective Date”), by and between the Rector and Visitors of the University of Virginia, for its Center for Transportation Studies, a Virginia educational institution with offices at 351 McCormick Road, Charlottesville, VA 22904 (“UVA”) and the County of Arlington Department of Environmental Services with offices at 4200 28th Street South, Arlington, VA 22206 (“DES-AG”).

WHEREAS, UVA provides educational programs specially designed for transportation-focused training and technical assistance for local and state government transportation professionals; and

WHEREAS, DES-AG desires to contract with UVA for the provision of a standardized training and technical assistance program;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

I. UVA RESPONSIBILITIES

- A. UVA shall provide the training and technical assistance program as set forth in Appendix A (“Program”) attached hereto and incorporated herein by reference.
- B. UVA is responsible for the delivery of the Program as listed in Appendix A and will promptly notify DES-AG of any modifications in Program content or deliverables.
- C. UVA shall provide DES-AG with training attendance and other program information upon request.

II. DES-AG RESPONSIBILITIES

- A. DES-AG shall coordinate with the UVA Program Management Team to request and schedule needed training topics.
- B. DES-AG shall provide the UVA Program Management Team with guidance and feedback as necessary during the delivery phase of the program.

III. PAYMENT

- A. The Program fees shall be set forth in Appendix A.
- B. DES-AG shall pay the appropriate portion of the Program fees for each Program service provided, as described in Appendix A, no later than (60) days from the Program invoice date. No cash payments are permitted by UVA.
- C. All payments hereunder shall be made by credit card, electronic funds transfer or by check payable to the “University of Virginia” (Tax ID# 54-6001796) and mailed to:

Elizabeth O'Donnell
Deputy Director
University of Virginia Center for Transportation Studies 351 McCormick Road
Thornton Hall, B122E PO Box 400742
Charlottesville, VA 22904
434-924-6362
elo2v@virginia.edu

In the event of a conflict between the terms of this Agreement and the terms of any purchase order issued by DES-AG, the terms of this Agreement shall prevail.

IV. TERM AND TERMINATION

This Agreement shall become effective as of the Effective Date and shall remain in full force for a term of one year. Notwithstanding the foregoing, the provisions of Articles VI and VII herein shall survive the termination or expiration of this Agreement. Either party may terminate this Agreement for any reason by providing the other party with at least thirty (30) days' advance written notice, provided that, in the event of termination by DES-AG, DES-AG shall be obligated to reimburse UVA for any actual expenses incurred through and including until the effective date of termination, provided that UVA shall use all reasonable efforts to minimize such expenses.

V. UNIVERSITY OF VIRGINIA HONOR CODE

UVA students are subject to all provisions of University of Virginia Honor and Judiciary Codes. UVA reserves the right to enforce disciplinary action, including suspension or expulsion, for violations as outlined in the Honor Bylaws or the Judiciary Standards of Conduct (available at <http://www.virginia.edu>). Disciplinary actions are subject to the confidentiality provisions outlined in the bylaws or procedures of each code, which precludes UVA from informing employers about honor or judiciary cases involving their employees.

VI. LIABILITY AND INSURANCE

- A. Each party shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of its employees or agents in connection with the performance of the services hereunder for which it may be held liable under applicable law. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of DES-AG, UVA or the Commonwealth of Virginia. UVA, as an authorized agency of the Commonwealth of Virginia, participates in the Commonwealth's self-insured program, as provided in the Code of Virginia, which provides general liability coverage to its institutions, employees, and agents for acts or omissions arising out of and in the course of their employment and authorization. Neither DES-AG nor UVA has legal authority to indemnify or save harmless third parties. Claims made against employees or agents of UVA are subject to a maximum amount of \$2 million per claim.

- B. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OBLIGATIONS OF EITHER PARTY UNDER THIS AGREEMENT OR TERMINATION OF THIS AGREEMENT FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VII. GENERAL PROVISIONS

- A. Any intellectual property developed by UVA in the provision of the services hereunder, including but not limited to course syllabi or original course materials, shall be and remain the property of UVA, provided that DES-AG and the Program registrants may retain and use such intellectual property solely for internal, non-commercial purposes. Any intellectual property developed by DES-AG or its employees shall be and remain the property of DES-AG.

- B. In the event that either UVA or DES-AG is prevented from fulfilling any obligation under this Agreement by strike, natural disaster, act of God or other occurrence beyond its control, this Agreement may be voided without liability on the part of either party upon two weeks written notice.

- C. Both parties agree not to discriminate on the basis of age, color, disability, national or ethnic origin, political affiliation, gender identity or expression, race, religion, sex (including pregnancy), sexual orientation, veteran status or family medical or genetic information. Both parties shall abide by these principles in the administration of this Agreement.

- D. The parties acknowledge and agree that the Family Educational Rights and Privacy Act, as codified at 20 U.S.C. § 1232g, and any current and future regulations promulgated thereunder including without limitation 34 CFR Part 99, as amended on November 21, 1996 (61 FR 59292) ("FERPA"), protects many Program participant educational records. Accordingly, DES-AG understands and agrees that UVA will not release participant data without written permission from the participant.

- E. Neither party will use the name or trademarks of the other party or its employees in any advertising or publicity material or make any form of representation or statement in relation to the Agreement or the Program which would constitute an express or implied endorsement of any

product or service that is not the subject of this agreement, nor will it authorize others to do so, without first having obtained written permission from the other party.

- F. Any and all actions at law, suits in equity, or judicial proceedings for any and every action pursuant to this Agreement or the services provided hereunder must be instituted and maintained in a court of competent jurisdiction in the Commonwealth of Virginia. This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia without regard to its rules respecting conflict of laws.
- G. If any session of the General Assembly fails to appropriate funds, or if the Commonwealth Transportation Board fails to allocate funds, for the continuance of this Agreement, this Agreement shall automatically terminate upon depletion of the then currently allocated funds.
- H. In the performance of this Agreement, each party is an independent contractor and not an employee or agent of the other party.
- I. Neither party may assign this Agreement without the express written consent of the other.
- J. This Agreement and any amendments may be executed in counterparts which, taken together, will be deemed to constitute one and the same instrument. Any counterpart signature delivered by facsimile, "pdf" or other electronic format, will be given the same legal effect as an original signature.
- K. This Agreement constitutes the entire agreement between the parties concerning the Program. Any prior writings or oral agreements between the parties are superseded by this Agreement. Any modifications of this Agreement must be made in writing and signed by authorized representatives of both parties.

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IN WITNESS THEREOF, the parties hereby execute this Agreement by their duly authorized representatives:

FOR THE COUNTY OF ARLINGTON DEPARTMENT OF ENVIRONMENTAL SERVICES

DocuSigned by:
BY: Sharon Lewis **DATE** 3/16/2021
Sharon T. Lewis
Purchasing Agent, Arlington County, Virginia

FOR THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

DocuSigned by:
BY: William G. Define **DATE** 3/10/2021
William Define
Director of Financial Operations

Approved by:

DocuSigned by:
BY: Anne Kromkowski **DATE** 3/10/2021
Anne Kromkowski
Senior Associate Dean and Chief Operating Officer

Acknowledged By:

DocuSigned by:
BY: Devin Harris **DATE** 3/10/2021
Devin Harris
Director, Center for Transportation Studies

Acknowledged By:

DocuSigned by:
BY: Elizabeth O'Donnell **DATE** 3/10/2021
Elizabeth O'Donnell
Deputy Director, Center for Transportation Studies

Appendix A

Program Title: VIRGINIA LOCAL TECHNICAL ASSISTANCE PROGRAM AGREEMENT

Program Dates: One year from the date of last execution above (“Effective Date”)

Program Costs:

Program Element	Price Each
Training Day - Private Class - LTAP - Full-Day - In-Person (30 person limit)	\$4,000.00
Training Day - Private Class - LTAP - Full-Day - Hybrid - Online (30 person limit)	\$2,300.00
Training Day - Public Class - LTAP - Full-Day - Individual Attendee	\$ 75.00

Program Description:

UVA CTS and DES-AG have established a framework agreeable to Virginia Transportation Research Council (VTRC) and the Virginia Department of Transportation (VDOT) for use in the Virginia Local Technical Assistance Program (LTAP) to deliver technical training and technical assistance for local government agencies across the Commonwealth of Virginia.

The mission of the center is to foster a safe, sustainable, and efficient local transportation system through training, technical assistance, and technology transfer.

In pursuit of this mission, the VA LTAP conducts workshops, online classes and short courses for employees of Virginia’s tribes, local agencies, VDOT, other state agencies, and private sector firms engaged in the field of transportation. VA LTAP workshops encompass a wide range of topics designed to enhance the knowledge and job skills of participants, ensuring a skilled transportation workforce and a pipeline of trained transportation professionals into the future.