

**MEMORANDUM OF UNDERSTANDING BETWEEN BOTETOURT COUNTY,  
VIRGINIA AND ROANOKE COUNTY, VIRGINIA FOR INSTALLATION AND  
MAINTENANCE OF WAYFINDING SIGNS**

THIS MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF BOTETOURT, VIRGINIA AND THE COUNTY OF ROANOKE, VIRGINIA FOR INSTALLATION AND MAINTENANCE OF WAYFINDING SIGNS is entered into between the County of Botetourt, Virginia (“Botetourt”) and the County of Roanoke, Virginia (“Roanoke”) this \_\_\_\_ day of \_\_\_\_\_, 2022.

**RECITALS**

WHEREAS, Visit Virginia's Blue Ridge sponsored a study of enhancing the wayfinding signs within the jurisdictions of its member localities;

WHEREAS, a Regional Wayfinding Program was developed and identified several locations bordering Botetourt and Roanoke to facilitate better identification and navigation of regional attractions;

WHEREAS, a plan has been developed for the implementation of two (2) wayfinding signs located at the border of Botetourt and Roanoke, specifically on Rte. 11/Lee Hwy, approximately 30 feet NE of the bridge over Tinker Creek, located approximately 200 feet SW of the Shadwell Dr. and Lee Hwy intersection; Alt. Rte. 220/Cloverdale Rd., located approximately 570 feet south of the Cortland Rd. and Cloverdale Rd. intersection. The approximate locations of the two (2) wayfinding signs are further identified in Exhibit A (“Wayfinding Signs”);

WHEREAS, the parties agree to provide funding to support the purchase, installation, maintenance, repair, and replacement of the Wayfinding Signs;

WHEREAS, Botetourt and Roanoke desire to enter into this Wayfinding Signs MOU to outline their agreement to share the cost of purchasing, installing, maintaining, repairing and replacing the Wayfinding Signs; and

NOW, THEREFORE, in consideration of the covenants and representations made below, and the above recitals, which are incorporated herein by reference and made an essential part of this Wayfinding Signs MOU, the parties agree as follows:

**Section 1. Obligations and Responsibilities of the Parties**

Two Wayfinding Signs Located at Rte. 11/Lee Hwy and Alt. Rte. 220/Cloverdale Rd.

- The Parties agree to share the cost of purchase, installation, maintenance, mutually agreed upon repairs, or replacement of the wayfinding signs located at Rte. 11/Lee Hwy and Alt. Rte. 220/Cloverdale Rd. with the cost of purchase and installation not to exceed \$33,000 per sign, or \$66,000 total.
- Botetourt agrees to procure the purchase, installation, maintenance and any necessary repair and/or replacement of the wayfinding signs located at Rte. 11/Lee Hwy and Alt. Rte. 220/Cloverdale Rd.
- Upon completion of installation of the two wayfinding signs located at Rte. 11/Lee Hwy and Alt. Rte. 220/Cloverdale Rd:

- Botetourt agrees to invoice Roanoke for the total cost of fifty percent (50%) of the costs for purchase, installation, maintenance, mutually agreed upon repairs, or replacement of the wayfinding signs located at Rte. 11/Lee Hwy and Alt. Rte. 220/Cloverdale Rd.
- Roanoke agrees to, upon receipt of Botetourt invoices, reimburse Botetourt for fifty percent (50%) of the total costs for purchase, installation, maintenance, mutually agreed upon repairs, or replacement of the wayfinding signs located at Rte. 11/Lee Hwy and Alt. Rte. 220/Cloverdale Rd. Reimbursement payments are to be made to Botetourt within thirty (30) days after receipt of Botetourt's invoice for payment.

**Section 3. Period of Agreement.** This agreement commences upon execution and will continue unless and until further action of the parties.

**Section 4. Changes to this Agreement.** No changes or amendments may be made to this agreement unless mutually agreed upon by both parties, made in writing, and executed by both parties.

**Section 5. Appropriations.** All obligations for funding by each party are subject to the availability of funds and the appropriation of such funds by Botetourt's Board of Supervisors and Roanoke's Board of Supervisors, as may be necessary for such obligations. The County Administrator for each party shall include such funding that becomes due under this Wayfinding Sign MOU in each annual budget proposed by the County Administrator. In the event that such funding is not approved, is withdrawn, or otherwise not made available, each party shall notify the other party of such unavailability of funding.

**Section 6. Notice:** All notices, requests demands and other communication shall be in writing and sent by overnight delivery, registered mail, certified mail, or hand delivery, addressed to the party's principal place of business herein written. Either party may by notice in writing, direct that future notices or requests, or demands be sent to a different address. Notices shall be deemed given at the time of delivery. The Authorized Representatives of each party are the following:

To County of Roanoke:            County Administrator  
    5204 Bernard Drive, Fourth Floor  
    Roanoke, VA 24018

Copy to:                                County Attorney  
    5204 Bernard Drive, Fourth Floor  
    Roanoke, VA 24018

To County of Botetourt:        County Administrator  
    57 S. Center Drive  
    Daleville, VA 24083

Copy to:                                County Attorney  
    57 S. Center Drive  
    Daleville, VA 24083

**Section 7. Audit:** Botetourt and Roanoke shall retain all books, records, and other documents relevant to this agreement for five (5) years after the end of each year included in this Wayfinding Sign MOU. Roanoke, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials held or maintained by Botetourt during said period. Botetourt, its authorized agents,

and/or state auditors shall have full access to and the right to examine any of said materials held or maintained by Roanoke during said period.

**Section 8. Applicable Laws and Courts:** This Wayfinding Sign MOU shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue and any actions for any litigation, suits, and claims arising from or connected with the Contract shall only be proper in the Botetourt County Circuit Court, or in the Botetourt County General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to the Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties.

IN WITNESS WHEREOF, Botetourt and Roanoke have executed this Wayfinding Sign MOU by their authorized representatives.

**(SIGNATURES APPEAR ON FOLLOWING PAGES)**

**COUNTY OF ROANOKE, VIRGINIA:**

By: \_\_\_\_\_  
Richard Caywood, County Administrator

COMMONWEALTH OF VIRGINIA )  
County of Roanoke ) to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 2022, by Richard Caywood, County Administrator, for and on behalf of  
the County of Roanoke.

My commission expires: \_\_\_\_\_

Notary Public

Registration No.: \_\_\_\_\_

(SEAL)

Approved as to form:

County Attorney

Date

