



County of Hanover

Board Meeting: July 23, 2014

Subject: Approval of Agreement – Virginia Department of Game and Inland Fisheries Route 54 South Anna River Boating & Fishing Landing, GPIN 7851-65-9130 - Department of Parks and Recreation (**South Anna Magisterial District**)

Summary of Agenda Item: This agreement between the Virginia Department of Game and Inland Fisheries (DGIF) and Hanover County is to establish the terms for the joint operation of the Route 54 South Anna River Boating & Fishing Landing, also known at the Patrick Henry Landing. The original 20-year joint operation agreement, entered into in September 1993, was between DGIF and the Town of Ashland, which owned the property at that time. Hanover County acquired the property in 1996 and has assumed the Town's obligations under the original agreement since that time. While the County's other DGIF boating and fishing access agreements may continue to roll over on an annual basis, this agreement must be redrawn to recognize the change in property ownership.

Provisions of this agreement include the County being responsible for creating and monitoring operating standards, rules and regulations for the site, as well as grounds maintenance and other daily operations necessary at the facility. DGIF responsibilities include patrolling the landing to enforce appropriate regulations, maintaining signage, and making necessary improvements, as needed to the ramps, pier and parking area.

The Parks and Recreation Department supports the adoption of this new agreement. A copy of the agreement has been reviewed by the County Attorney's office.

County Administrator's Recommended Board Motion: Approval of the attached agreement with DGIF for the continued joint operation of the Route 54 North Anna River boating and fishing access facility.

COMMONWEALTH OF VIRGINIA

COOPERATIVE AGREEMENT

BY AND BETWEEN

THE COUNTY OF HANOVER

AND

DEPARTMENT OF GAME AND INLAND FISHERIES

This Agreement entered into this ____ day of _____, 2014, by the County of Hanover, hereinafter called the "County", and the Board of Game and Inland Fisheries, by the Department of Game and Inland Fisheries, hereinafter called the "Department".

WITNESSETH:

WHEREAS, Department and the Town of Ashland, Virginia entered an agreement dated September 28, September 28, 1993, for the purpose of providing public boating and fishing access on the South Anna River at the Route 54 Bridge, known as Patrick Henry Landing, hereinafter called "Landing";

WHEREAS, the County now holds title to the Landing and the Department and the County desire to execute an Agreement by which the parties will cooperate in providing boating and fishing access at the Landing;

NOW, THEREFORE, in consideration thereof and of the premises, terms and covenants herein, the Department and County agree as follows:

1. **PRIOR REPRESENTATIONS AND AGREEMENTS:** The aforementioned agreement between the Department and the Town of Ashland, dated September 28, 1993, and any other oral or written representations and previous agreements between the parties or with the Town of Ashland are superseded by this Agreement.
2. **TERM OF AGREEMENT:** To begin on the date the Agreement is signed by both parties.
3. **USE OF DEPARTMENT FUNDS:** The Department's funds shall only be used for the purposes and activities covered in this Agreement.
4. **APPLICABLE LAWS:** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the Commonwealth of Virginia.
5. **SEVERABILITY:** Each paragraph and provision of the Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
6. **INTEGRATION AND MODIFICATION:** This Agreement constitutes the entire Agreement between the Department and the County. No alteration, amendment or modification to the provisions

of this **Agreement** shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

7. **DISCLAIMER:** Nothing in the **Agreement** shall be construed as authority for either party to make commitments, which will bind the other party beyond the project contained herein. Furthermore, the **County** shall not assign, sublet or subcontract any work related to this **Agreement** or interest it may have therein without the prior written consent of the **Department**.
8. **TERMINATION:** This **Agreement** may be terminated at any time by either party by notifying the other in writing at least one hundred and eighty (180) days prior to the termination date.
9. **COUNTY AGREEMENT:** The **County** agrees to:
 - a. Obtain all necessary permits and approvals for the operation of the **Landing**.
 - b. Establish regulations to restrict the public use of the **Landing** consistent with the County-wide policy for park hour operations.
 - c. Establish standards, rules and regulations for appropriate public usage, vehicular access, litter control, sanitation and public conduct for the use of the **Landing**.
 - d. Maintain the facility, its improvements and grounds for the term of this **Agreement**. Such maintenance shall include cutting weeds and brush, repairing the access road and parking lot surface, maintaining drainage ditches, mowing the grass at established public access points, collection and removal of trash and garbage, removal of debris and other routine maintenance necessary for public use of the **Landing**.
 - e. Identify and mark the boundary of the **Landing** and associated bank fishing areas.
 - f. Patrol the **Landing** as it deems appropriate to enforce local ordinances, rules and other public safety regulations, and direct traffic during peak use times.
10. **DEPARTMENT AGREEMENT:** The **Department**, subject to available funding and appropriation by the General Assembly, agrees to:
 - a. Patrol the **Landing** as it deems appropriate to enforce game, inland fish and boat laws as well as local regulations related to the public use of the **Landing** pursuant to its authority.
 - b. Erect and maintain signs related to direction, regulations of the public boat **Landing**, and public fishing rights and access.
 - c. Make the necessary improvements to the **Landing** as needed, including ramps, pier and parking area, and be responsible for costs associated with those improvements. The necessity for improvements shall be determined jointly by the **County** and the **Department**.
11. **THIRD PARTY AGREEMENTS:** There are no third party beneficiaries to this **Agreement**.
12. **NOTICES:** All notices hereunder must be in writing and shall be deemed valid if sent by certified mail, return receipt requested or overnight delivery service. Notices shall be addressed as follows:

DEPARTMENT: Commonwealth of Virginia

Board of Game and Inland Fisheries

Virginia Department of Game and Inland Fisheries

ATTN: Real Property Manager

4010 West Broad Street

Richmond, VA 23230

804/367-2212

COUNTY: County of Hanover

ATTN: Director Parks and Recreation

13017 Taylor Complex Lane

Ashland, VA 23005

804/365-4695

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby:

County: County of Hanover

By: _____

Its: _____

Date: _____

Approved by Resolution duly adopted on _____.

Department: Department of Game and Inland Fisheries

By: Robert L. Duren

Its: Executive Director

Date: 06/02/2014

<Title>



- Street Labels
- Topography
- CUP Lines

- Conditional Use Permits
- Urban Service Areas
- Tax Parcels

- Shrink Swell Soils**
- Moderate
 - Severe
 - Slight

- Building Addresses



06/17/2014
Scale 1:4000