

**COMMONWEALTH OF VIRGINIA  
COOPERATIVE AGREEMENT  
BY AND BETWEEN  
SPOTSYLVANIA COUNTY  
AND  
DEPARTMENT OF GAME AND INLAND FISHERIES**

This Agreement entered into this by the **County of Spotsylvania**, hereinafter referred to as the "**County**" and the **Board of Game and Inland Fisheries by the Department of Game and Inland Fisheries** hereinafter referred to as the "**Department.**"

**WITNESSETH:**

**WHEREAS**, **Department** and **County** were parties to a Property Lease and Agreement dated January 1, 1982, hereinafter referred to as the "**Lease**" for the purpose of providing a portion of land located off of the Rapidan River to establish a public boating access site, hereinafter referred to as the "**Landing**" and being defined as the concrete ramp.

**WHEREAS**, the **Department** and the **County** desire to continue their arrangement to provide boating access for the benefit of the public pursuant to this **Cooperative Agreement**, hereinafter called the "**Agreement.**"

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

- 1) **PRIOR LEASES AND AGREEMENTS:** The aforementioned **Lease** dated January 1, 1982, included herein as **Attachment A**, and any other agreements written or verbal other than those incorporated by reference into this **Agreement** shall be superseded in their entirety by this **Agreement**.
- 2) **TERM OF AGREEMENT:** This **Agreement** shall remain in force for a period of twenty (20) years from the date of execution. Upon the expiration of the twenty (20) year term, this **Agreement** shall automatically renew from year to year. Either party may terminate this **Agreement** at any time with one hundred and eighty (180) days written notice as described in Paragraph 15, and pursuant to the terms of Paragraph 9 herein.
- 3) **USE OF DEPARTMENT FUNDS:** **Department** funds shall only be used for the purposes and activities covered in the **Agreement** Proposal.

- 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 this **Agreement** is severable from the entire **Agreement**; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 6) **INCONSISTENCIES IN INCORPORATIONS BY REFERENCE:** Where there exists any inconsistency between this **Agreement** and provisions of previous written agreements between the parties regarding the **Landing**, which are made a part of this **Agreement** through incorporation by reference or otherwise, the provisions of this **Agreement** shall control.
- 7) **INTEGRATION AND MODIFICATION:** This **Agreement** constitutes the entire **Agreement** between the **Department** and the **County**. No alteration, amendment or modification in the provisions of this **Agreement** shall be effective unless it is reduced to writing, signed by the parties and attached hereto.
- 8) **DISCLAIMER:** Nothing in this **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 or sublet any interest it may have herein without the prior written consent of the **Department**.
- 9) **TERMINATION FOR CAUSE:** Either the Department or the County may terminate the **Agreement**, in whole, or in part, at any time before the date of completion, upon written notice to the other party that there has been a failure to comply with the conditions of the Agreement. In connection with such termination, any recoveries by the parties shall be in accord with the legal rights and liabilities of the parties.
- 10) **TERMINATION FOR CONVENIENCE:** The **Department** or the **County** may terminate the **Agreement** after the requesting party provides proper notice as described in Paragraphs 2 and 15 if both parties agree that the continuation of the **Agreement** program will not produce beneficial results commensurate with further expenditure of funds. The Department or the County may likewise terminate the **Agreement**, in whole or in part, after proper notice is given as described in Paragraphs 2 and 15, if the requesting party's funding for the **Landing** is terminated or reduced. The **Department** and the **County** shall agree upon the termination conditions, including the effective date or, in the case of partial terminations, the parties shall agree

upon the portions to be terminated.

**11) COUNTY AGREEMENT:** The **County** agrees: subject to available funding and appropriation by the Board of Supervisors:

- a. To grant to the **Department** permission to provide maintenance and make necessary renovations to a public boating facility on the land owned by the **County**, as shown on **Attachment B**, for public use for access to the waters of the State for boating and fishing.
- b. That the land set aside by this **Agreement** will be used solely for the purposes of public access for boating and fishing, including but not limited to administrative purposes. Any other uses must be prior approved by both parties. If the **County** unreasonably utilizes the **Landing** or any portion of the **Landing** in a manner that causes damage to the facilities, the **County** shall, at their own expense, take whatever steps are necessary to repair damages to the facilities and prevent further, such damage.
- c. There will be no restriction placed on the use of the land or the waters the **County** provides access to: other than provisions contained herein.
- d. Piers and boat launching facilities are strictly for fishing and the launching and retrieval of watercraft.
- e. The **Landing's** hours of operation will be twenty-four (24) hours per day, seven (7) days per week.
- f. To share in the patrolling of the **Landing** as deemed appropriate by the **County** to enforce local laws, rules and other public safety regulations, and direct traffic during peak use times.
- g. To establish rules and regulations on appropriate public usage, vehicular access, litter control, and sanitation at the **Landing**, as deemed necessary and/or appropriate by the **County**.
- h. Keep the **Landing** open to the public for boating access and fishing, except for reasonable closures necessary for maintenance and emergencies.
- i. To disallow private advertising signage within the boundaries of **Landing**.
- j. To charge no fees for the use of the **Landing** and associated facilities
- k. To erect and maintain signs, if needed related to rules and regulations established pursuant to Paragraph 11 (g) above.

**12) DEPARTMENT AGREEMENT:** The **Department**, subject to available funding an appropriation by the General Assembly, agrees:

- a. To 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. To maintain signs related to Department Public Boating Access. No other signs other than those erected and maintained by the **County** regarding its rules and regulations established pursuant to Paragraph 11 (g) above shall

- be erected without the approval of the **Department**.
- c. To maintain suitable boundary markers to define the public boating access site.
  - d. To be responsible for maintenance and repair of the **Landing** as required, in the opinion of the **Department**, for safe use by the public.
  - e. To allow the **County** to close the **Landing**, if necessary, for maintenance and emergencies.
  - f. To maintain the facility or have maintained its improvements and grounds for the term of this **Agreement**. Such maintenance shall include cutting weeds and brush, maintaining the parking lot surfaces and access road including parking barriers and bollards, 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 safe public use of the **Landing**. Such maintenance shall be consistent with the current practices and standards found in the **Department's** Cooperative Agreement Boating Access Maintenance Responsibilities document, included herein as **Attachment C**.
- 13) AGREEMENT DOCUMENTS:** The **Agreement** documents, incorporated herein, shall consist of:
- a. This signed form;
  - b. The attached description consisting of the following:
    - i. Cooperative Agreement dated January 1, 1982 (**Attachment A**)
    - ii. Site Plan (**Attachment B**)
    - iii. Cooperative Agreement Boating Access Maintenance Responsibilities (**Attachment C**)
- 14) THIRD PARTY AGREEMENTS:** There are no third party beneficiaries to this **Agreement**.
- 15) NOTICES:** All notices hereunder must be in writing and shall be deemed valid if sent via one of the following methods:
- a. certified mail, return receipt requested; or
  - b. overnight delivery service.

Notices shall be addressed as follows (or to any other address the parties may designate by like notice):

**Official Notice Contact Information**

**Department: Virginia Department of Game and Inland Fisheries**

**ATTN: Real Property Mgmt. – Joe Howren**  
**Address: 7870 Villa Park Drive, Suite 400**  
**Henrico, Virginia 23228**

**Telephone: 804-367-0811**  
**Fax No.: 804-367-2311**

**County: County of Spotsylvania – Administration**

**ATTN: Mark Taylor**  
**Address: 9104 Courthouse Road**  
**PO Box 99**  
**Spotsylvania, Virginia 22553**

**Telephone: 540-507-7010**  
**Fax No.: 540-507-7019**

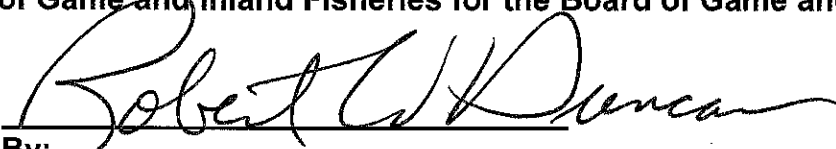
**IN WITNESS WHEREOF**, the parties have caused this **Agreement** to be duly executed intending to be bound thereby:

County: \_\_\_\_\_

By:  
County Administrator  
Date:

Approved by Resolution duly adopted on \_\_\_\_\_  
Date

Department of Game and Inland Fisheries for the Board of Game and Inland Fisheries



By:  
Director  
Date: 12/19/17

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Asst. COUNTY ATTORNEY