

MOU FOR COOPERATIVE ACTION
TO DEVELOP/ ENHANCE PUBLIC WATER ACCESS AT BRIDGE CROSSINGS & ROADS

Among the
Virginia Department of Transportation
and
Department of Game and Inland Fisheries
and
Department of Conservation and Recreation

WHEREAS, the Virginia Department of Transportation (“VDOT”), and the Virginia Department of Game and Inland Fisheries (“DGIF”), and the Virginia Department of Conservation and Recreation (“DCR”), collectively referred to hereinafter as the Parties, are mutually interested in the safe public access to and multiple use of public lands which can be utilized to access the waters of the Commonwealth; and

WHEREAS, the Commonwealth of Virginia, in its 2011 *Virginia Outdoors Survey*, documented that Virginians have identified public access to the state’s waters as a high priority outdoor recreation need (over the last three surveys, public access to state waters for various activities has ranked in the top 10 most-needed outdoor recreation activities); and

WHEREAS, the Commonwealth of Virginia has a long history of use of its rivers for transportation and commerce, and this history is often interpreted and promoted through water trails; and

WHEREAS, the development of water trails encourages physical activity and appreciation for our natural resources;

NOW, THEREFORE, in consideration of the potential benefits to the parties, the Commonwealth, and the public, the parties hereby agree as follows:

Section 1

1. At least annually, VDOT, DGIF, and DCR will meet to review any proposed new or replacement bridge structure project locations, as well as roads and old ferry sites that end at the water's edge, and identify which sites appear to offer public access opportunities to state waters. DCR will coordinate this annual meeting and invite the key officials identified in Section 2. VDOT's Six Year Improvement Program, updated by July of each year, is available on-line for DGIF and DCR to review.
2. For sites selected at the annual meeting where the Parties identified that there is a potential for a public water access project ("Access Project"), DCR or DGIF shall host a field inspection of the site with VDOT. Either DCR or DGIF shall notify VDOT of the date and time of field inspections at all sites indicated for potential access.
3. DGIF or DCR will seek public comment from adjacent property owners, local government, and other stakeholders on the proposed Access Project.
4. Subsequent to the field inspection and public comment, the Parties shall reach agreement on whether to proceed with the Access Project and, if so, the type of access facility that should be provided. If the Parties agree, VDOT shall enter into a project-specific agreement with DGIF or DCR for the facility.
5. If any additional land is needed beyond what is owned by VDOT, DGIF and DCR shall determine additional funding needs and acquire the property. DGIF and DCR shall attempt to provide funding within a time frame consistent with any VDOT project construction schedule. If the additional acquisition funding cannot be provided within the established time frame, DGIF shall cancel the Access Project and notify the other Parties.
6. VDOT shall cooperate with DGIF and DCR on any boating access site planning necessary for each Access Project site. At the request of DGIF or DCR, VDOT shall stabilize and leave in place any access roads or staging areas within its right of way

that may be useful to the Access Project. DGIF and/or DCR shall be responsible for the costs for the development and construction of the Access Project unless otherwise agreed to by the Parties, including any modifications to transportation procurements or permits required by the Access Project. DGIF and/or DCR also shall be responsible for all state and federal environmental approvals associated with the Access Project.

7. Nothing in this agreement shall prohibit the Commonwealth Transportation Board, other government entities, or private entities from providing all or a portion of funding for the development and construction of an Access Project pursuant to this agreement.
8. Any easement, deed or other real estate interest associated with the Access Project shall allow VDOT to perform improvements, widening, maintenance, inspection, and repair and/or replacement activities without encumbrance. DGIF and DCR do not intend for the Access Project to become a park or recreational area of national, state, or local significance *subject to Section 4(f)* and recognize that VDOT may reserve the property associated with the Access Project for a future transportation use. The use of Land and Water Conservation Act funds, creating protected 6(f) property on VDOT-owned easements or rights of way, will only be considered after close consultation with and approval by VDOT.
9. Public water access facilities which are developed and constructed by DGIF pursuant to this agreement shall be operated and maintained by DGIF and their partners. For access facilities on VDOT property, DGIF shall obtain from VDOT a land use permit for facilities constructed pursuant to this agreement. Such land use permit shall provide DGIF with exclusive right to manage and control the use of the access site provided such use is without cost or expense to VDOT and does not negatively impact the use of the adjacent transportation facility as determined by VDOT. DGIF along with other state, county, and municipal officers shall provide any security for the public access site as appropriate.

10. DCR and DGIF shall work with VDOT to review road endings at old ferry sites to determine which, if any, may be appropriate for transfer to a public access authority. DCR and DGIF will work with public access authorities to determine if any road endings planned for abandonment or discontinuance, or identified by DCR and DGIF and appropriate for transfer, can be transferred to a public access authority to enhance Virginia's public water access opportunities. DCR and DGIF shall notify VDOT of a public access authority's request for the transfer of a road ending. Upon such notice, VDOT shall, to the extent consistent with law, consider ceasing all actions related to abandonment or discontinuance of such road ending.

It is further understood that not all steps are required to fall in the exact order presented herein.

Section 2. Key Officials

- A. Key officials are essential to ensure coordination and communications among the parties. They are:

1. **For Virginia Department of Conservation and Recreation:**

Administrative/Signatory

Clyde E. Cristman
Director
DCR
600 E Main Street, 24th Floor
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Coordinating

Danette Poole
Director, Planning and Recreation
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2. **For the Virginia Department of Transportation:**

Administrative/Signatory

Charles Kilpatrick
Commissioner
VDOT
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Coordinating

State Environmental Administrator
VDOT
1401 E. Broad St.
Richmond, VA 23219

3. **For the Virginia Department of Game and Inland Fisheries:**

Administrative/Signatory

Robert "Bob" W. Duncan
Executive Director
DGIF
4010 W. Broad St
Richmond, VA 23230-1104
804-367-9231
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Coordinating

Larry G. Hart
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This MOU for cooperative action replaces the January 1981 Procedure for Cooperative Action to Develop Boating Access at Bridge Crossings. This agreement shall be in effect until updated or terminated by agreement of all parties.

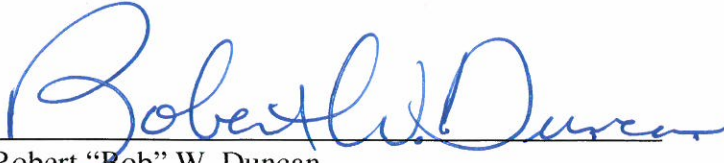
This MOU is agreed to by:



Charles Kilpatrick, P.E.
Commissioner, Department of Transportation

7/7/15

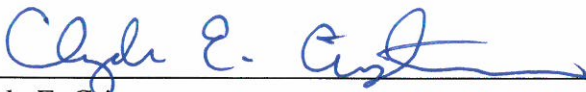
Date



Robert "Bob" W. Duncan
Executive Director, Department of Game and Inland Fisheries

07/07/2015

Date




Clyde E. Cristman
Director, Department of Conservation and Recreation

7/7/2015

Date

Showing my support for this interagency agreement to improve public access to Virginia waters, a real Treasure of the Commonwealth, I, Terence R. McAuliffe, Governor of Virginia, cover sign this agreement and support the efforts of the signing agencies.

Signed this 7/7/15 day of July, in the Year of our Lord, 2015


Terence R. "Terry" McAuliffe, Governor of Virginia