

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 2018 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 four 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 and water access encourages physical activity and appreciation for our natural resources;

NOW, THEREFORE, in consideration of the potential benefits to 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 coordinate a field inspection of the site with VDOT; however, if scheduling becomes an issue, DCR and DGIF may make independent site visits. DCR or DGIF shall first notify VDOT of the date and time of any field inspection at least two weeks prior to entry. Once a site is identified as a possible Access Project, the three agencies shall work together to identify the next steps, however, DCR or DGIF shall conform to any terms or restrictions that might be indicated by VDOT regarding entry onto its rights of way.
3. DGIF and DCR will coordinate with the local governments, adjacent property owners, and/or other stakeholders to obtain comments on proposed project sites. This would be independent of any VDOT public input meeting for the actual VDOT 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 appropriate parties/partners to identify *inter alia* responsibilities, access limitations, funding, and schedule.
5. If any additional land is needed beyond what is owned by VDOT, DGIF and DCR shall determine additional funding and acquisition needs. DGIF and DCR shall make grant recommendations for water access projects to all parties involved. Unless otherwise agreed, VDOT shall not be responsible for any additional funding or acquisition needs. If the additional acquisition funding cannot be provided within the established time frame, DGIF may cancel the Access Project and notify the other Parties. In no case shall an Access Project result in a delay to VDOT's project schedule.
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 provided, however, that VDOT is not otherwise obligated. DGIF and/or DCR shall be responsible for the identification and coordination of third-party partners to provide funding for the costs for the development and construction of the Access Project unless otherwise agreed to by the Parties, including any modifications to transportation contracts or permits required by the Access Project. Similarly, unless otherwise agreed to by all parties, VDOT shall not be responsible for obtaining environmental approvals or any costs 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 affect 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. If federal funds are contemplated for use on these sites by DGIF, a land use permit term of 25 years

for freshwater or 20 years for saltwater and brackish areas will be made part of each project specific agreement.

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

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

1. For Virginia Department of Conservation and Recreation:

Administrative/Signatory

Director
DCR
600 E Main Street, 24th Floor
Richmond, VA 23219
804-786-6124

Coordinating

Planning and Recreation
Resources
DCR
600 E Main Street, 24th Floor
Richmond, VA 23219
804-786-1119

2. For the Virginia Department of Transportation:

Administrative/Signatory

Commissioner
VDOT
1401 E. Broad St.
Richmond, VA 23219
804-786-2700

Coordinating

Environmental Division
Assistant Director
VDOT
1401 E. Broad St.
Richmond, VA 23219

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

Administrative/Signatory

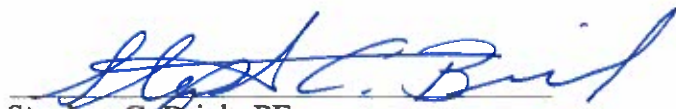
Executive Director
Department of Game & Inland
Fisheries
7870 Villa Park Dr.
Henrico, VA 23228-0778
804-367-9231

Coordinating

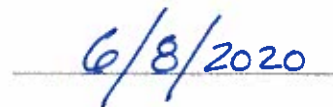
Infrastructure Director of
Capital Planning &
Facilities, DGIF
7870 Villa Park Dr.
Henrico, VA 23228-0778
804-367-1295

This MOU for cooperative action replaces the July 2015 Procedure for Cooperative Action to Develop Boating Access at Bridge Crossings. This agreement shall be in effect until updated, amended, or terminated by written agreement of all parties.

This MOU is agreed to by:



Stephen C. Brich, PE
Commissioner, Department of Transportation



Date



Ryan Brown
Executive Director, Department of Game and Inland Fisheries

6/8/2020

Date



Clyde E. Cristman
Executive Director, Department of Conservation and Recreation

June 9, 2020

Date