

AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA

AND

COUNTY OF ACCOMACK

FOR LOCAL COOPERATION AT

TANGIER CHANNEL, ACCOMACK COUNTY, VIRGINIA

THIS AGREEMENT entered into this 18th day of January, 1980, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this agreement, and COUNTY OF ACCOMACK, VIRGINIA, (hereinafter called the "County"), WITNESSETH THAT:

WHEREAS, CONSTRUCTION OF TANGIER CHANNEL, ACCOMACK COUNTY, VIRGINIA, (hereinafter called the "Project") was authorized by Section 107 of the River and Harbor Act of 1960 (Public Law 86-645, 86th Congress, 2nd Session); and

WHEREAS, the County hereby represents that it has authority and capability to furnish the non-Federal cooperation required by the Federal legislation authorizing the Project and by other applicable law.

NOW, THEREFORE, the parties agree as follows:

1. The County agrees that, upon notification that the Government will commence construction of Tangier Channel, Accomack County, Virginia Project substantially in accordance with Federal legislation authorizing such Project, the River and Harbor Act of 1960 (Public Law 86-645, 86th Congress, 2nd Session), the County shall, in consideration of the Government commencing construction of such Project, fulfill the requirements of non-Federal cooperation specified in such legislation, to-wit:

(1) Provide without cost to the United States all lands, easements, and rights-of-way required for construction and subsequent maintenance of the project and for aids to navigation upon the request of the Chief of Engineers, including suitable areas determined by the Chief of Engineers to be required in the general public interest for initial and subsequent disposal of spoil, and also necessary retaining dikes, bulkheads, and embankments therefor or the cost of such retaining works when the opinion of the Chief of Engineers they become necessary.

(2) Lower the electrical lines that cross the proposed channel to a minimum depth of 12 feet below the plane of mean low water.

(3) Remove without cost to the United States all piles and temporary structures which are located within 20 feet of the proposed project limits.

(4) Hold and save the United States free from damage that may result from the construction and subsequent maintenance of the Project, not including damages due to the fault or negligence of the United States or its contractors.

(5) The County agrees to hold and save the United States free from damages and/or indemnify the United States of America, its contractors or agents for any claims for damages of whatever nature resulting from or caused by the operation, construction or alteration of a sanitary sewer drainage ditch and the existing sanitary sewer outfalls adjacent to the eastern boundary of a disposal area, located east of the airport's runway, in the vicinity of Tangier, Virginia.

(6) The County will obtain a perpetual assignable sanitary sewer drainage ditch right-of-way for the area described in paragraph 1(5) of this Agreement. Further, the County agrees to maintain the sanitary sewer drainage ditch after acquisition. Also, the County will obtain releases from all parties in interest having outfalls in this area.

(7) Continue to maintain and operate a public landing and dock open to all on equal terms, adjacent to the existing project.

(8) Assume full responsibility for all Project costs in excess of the Federal cost limitation of \$2,000,000.00.

(9) The County in acquiring lands, easements, rights-of-way, and spoil disposal areas for Project construction, operation, and maintenance will comply with the provisions of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970", Public Law 91-646 approved 2 January 1971.

(10) The County will comply with Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) to-wit: that no person shall be excluded from participation in, denied the benefits of or subjected to discrimination in connection with this Project on the grounds of race, color, or national origin.

2. The County hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon the land which the County owns or controls, for access to the Project for the purpose of inspection, and for the purpose of operating, repairing and maintaining the Project, if such inspection shows that the County for any reason is failing to operate, repair and maintain the Project in accordance with the assurances hereunder and has persisted in such failure after a reasonable notice in writing by the Government delivered to the County Administrator. No operation, repair and maintenance by the Government in such event shall operate to relieve the

County of responsibility to meet its obligations as set forth in paragraph 1 of the Agreement, or to preclude the Government from pursuing any other remedy at law or equity.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year above written.

THE UNITED STATES OF AMERICA

THE COUNTY OF ACCOMACK, VIRGINIA

By *Alvin S. Hall*  
Colonel, Corps of Engineers  
District Engineer  
U.S. Army Engineer District, Norfolk  
Contracting Officer

By *C. M. Williams, Jr.*  
C. M. WILLIAMS, JR.  
County Administrator

FOR THE SECRETARY OF THE ARMY

DATE: 2-27-30

DATE: \_\_\_\_\_

APPROVED as Legally Sufficient

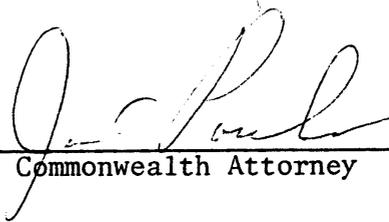
By *Joseph R. ...*  
District Counsel

CERTIFICATE OF AUTHORITY

I, Jon C. Poulson, do hereby certify that I am the Commonwealth Attorney of the County of Accomack, that the County of Accomack, Virginia, is a legally constituted public body with full authority and legal capability to perform the terms of the agreement between the United States of America and the County of Accomack in connection with Tangier Channel, Accomack County, Virginia, and to pay damages, if necessary, in the event of the failure to perform in accordance with Section 221 of Public Law 91-611 and that the person who has executed the contract on behalf of the County of Accomack, Virginia, has acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this Certificate this

19th day of February, 1980.

  
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Commonwealth Attorney

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