

**AGREEMENT BETWEEN THE CITY OF CHARLOTTESVILLE AND THE
COUNTY OF ALBEMARLE RESOLVING THE RAGGED MOUNTAIN
RESERVOIR LITIGATION**

This Agreement memorializes the City of Charlottesville's and the County of Albemarle's final resolution of the litigation pending between the localities in the Charlottesville Circuit Court (Case No. CL17-203) and subject to a Notice of Appeal to the Court of Appeals of Virginia.

WHEREAS, the City of Charlottesville ("City") and the County of Albemarle ("County") (each individually referred to as a "Party" and collectively referred to as the "Parties") desire to document their understanding regarding the end of litigation between the Parties in the noted matter and the implementation and maintenance of appropriate signage and law enforcement responsibilities at the Ragged Mountain Reservoir (Albemarle County Parcel Identification Number 07500-00-00-00100) (the "Reservoir").

NOW THEREFORE, the Parties hereto covenant and agree as follows:

1. Resolution of Pending Litigation

The City will withdraw its appeal to the Court of Appeals of Virginia of the Charlottesville Circuit Court's Final Order entered on September 30, 2022, in Case No. CL17-203. Consistent with that Final Order, the City will repeal Charlottesville City Code Section 18-24(b) and Charlottesville City Code Section 18-25(f) on or before the date which is six (6) months from the date of full execution of this Agreement.

2. Posting Signs at the Reservoir

After the City withdraws its appeal, the County will be allowed (but not required) to install signs at strategic locations on the Reservoir notifying visitors that bicycling is not permitted, amongst other activities prohibited by the Parties consistent with the Court's Final Order. The signs may also notify visitors of permitted activities (i.e., hiking on trails, nature watching, picnicking at designated locations, kayaking, and additional activities that may be permitted by amendment of the County Code in a manner consistent with the Court's Final Order). Any such signs will be designed in a format materially the same as signs depicted in the attached Exhibit A, reflecting such activities as are prohibited and permitted from time to time in accordance with this Agreement. The County will be responsible for the design, production, installation, and maintenance of such signs and related hardware (i.e., posts and fasteners) and the costs thereof.

3. Law Enforcement

Upon the City withdrawing its appeal, the County will maintain primary law enforcement responsibilities at the Reservoir consistent with its current level of responsiveness to calls for service at the Reservoir and may increase enforcement efforts and activities based upon the efficacy of the County's sign postings and public education outreach efforts. This Agreement in no manner restricts the City's authority to exercise police power over the Reservoir and over persons using the Reservoir and to send its law enforcement officers to the Reservoir for the purpose of protecting the property, keeping order therein, or otherwise enforcing the laws of the Commonwealth of Virginia and the City's ordinances as such laws and ordinances may relate to the operation and use of the Reservoir, provided the same are consistent with the Final Order. This Agreement has no effect on any other police power the Parties and their respective police departments have, consistent with the Final Order, under current and future federal, state, and local law or under any existing or future mutual aid agreement or other agreement, memorandum of agreement, or memorandum of understanding between the Parties. Neither does this Agreement limit the immunities from suit or liability, exemption from laws, ordinances and regulations, or any other benefit the Parties' law enforcement officers, agents, and other employees enjoy while performing law enforcement services on the Reservoir under this Agreement.

4. Sovereign Immunity

Nothing in the Agreement is to be interpreted to be an express or implied waiver of either Party's sovereign immunity or to be an assumption of risk or liability by a Party for the acts or omissions of the other Party's law enforcement officers, agents, or other employees causing harm to persons or property not party to this Agreement.

5. Public Rights

The Parties acknowledge this Agreement will benefit the public but agree nothing contained herein shall be construed to convey to the public a right of access to or use of the Reservoir contrary to the City's lawful regulations and agreements. This Agreement does not confer upon the public or permit any use of the Reservoir that is otherwise prohibited by federal, state, or local law or regulation. Nothing herein confers to the public or any third-party a right to enforce any term of this Agreement.

6. Acknowledgement of Cooperative Efforts

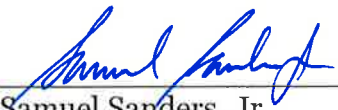
The Parties acknowledge and shall continue their cooperation and mutual efforts in ending the litigation and achieving a level of assistance that will most effectively allow the City and the County to preserve public safety and welfare at the Reservoir.

7. Duration and Amendment

This Agreement shall continue until modified or terminated in a writing approved by the Parties' governing bodies and executed on behalf of the Parties.

WHEREFORE, this Agreement has been authorized by the City Council of the City of Charlottesville, Virginia, in an open meeting on March 5, 2024, and by the Board of Supervisors of the County of Albemarle, Virginia, in an open meeting on March 6, 2024, and each governing body has authorized the execution of this Agreement by the City Manager and the County Executive, respectively, as attested by the Clerk of each governing body.

CITY OF CHARLOTTESVILLE, VIRGINIA

By: 
Samuel Sanders, Jr.
City Manager

Date: 03/07/24

Approved as to Form:

By: 
Charlottesville City Attorney

COUNTY OF ALBEMARLE, VIRGINIA

By: 
Jeffrey W. Richardson
County Executive

Date: 3/11/24

Approved as to Form:

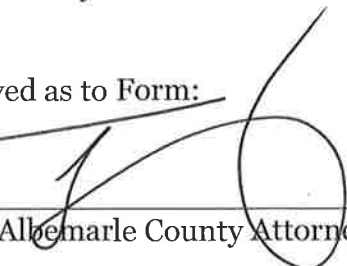
By: 
Albemarle County Attorney

EXHIBIT A

