

## **MEMORANDUM OF AGREEMENT (MOA)**

### **Background:**

The Virginia Department of Conservation and Recreation (DCR) was authorized to provide seven-hundred-fifty-thousand dollars (\$750,000) the first year and five-hundred-thousand dollars (\$500,000) the second year from the general fund to support harmful algal bloom mitigation and remediation efforts at Lake Anna, per the language in HB30 (Chapter 1) Item 362.S.

Also, DCR was authorized to provide thirty-thousand dollars (\$30,000) the first year and thirty-thousand dollars (\$30,000) the second year from the general fund to support buoy maintenance and hydrilla mitigation activities at Lake Anna, per the language in HB30 (Chapter 1) Item 362.W.

### **Purpose:**

The purpose of this Memorandum of Agreement is to document the agreement between the Lake Anna Advisory Committee (LAAC), Louisa County and the DCR regarding the utilization of this funding as specified to support the harmful algal bloom and hydrilla mitigation and remediation along with buoy maintenance at Lake Anna.

### **Parties:**

Christopher McCotter  
Lake Anna Advisory Committee, Chairman  
1 Woolfolk Avenue, Suite 301  
Louisa, VA 23093

Christian Goodwin, County Administrator  
Louisa County  
1 Woolfolk Avenue, Suite 301  
Louisa, VA 23093

Nikki Rovner, Director  
Virginia Department of Conservation and Recreation  
600 East Main Street, 24<sup>th</sup> Floor  
Richmond, VA 23219

### **Period of Agreement:**

This Memorandum of Agreement shall remain in effect until the funding provided by HB30 (Chapter 1) Items 362.S. and 362.W. are fully and properly expended.

### **Documentation Requirement:**

Louisa County and the LAAC shall maintain records in the form of an accounting which will document at a minimum and in itemized form, the recipient, amount, date of payment and purpose for each and every expenditure of DCR funds. This shall include documentation that the funds were used as directed by LAAC and explicitly for harmful algal bloom and hydrilla mitigation and remediation along with buoy maintenance activities at Lake Anna. The accounting documentation shall be regularly updated and be made available to DCR upon request. In addition to the accounting, such records shall be summarized into a report that shall be submitted to DCR on an annual basis prior to the end of any given fiscal year.

**Effect of Improper Expenditures**

In the event that Louisa County and the LAAC make expenditures of DCR funds that are not specifically related to harmful algal bloom and hydrilla mitigation and remediation along with buoy maintenance activities, then the entity responsible for issuing said improper expenditure shall be liable for the expenditure and shall reimburse the Commonwealth for the exact dollar amount from their own funds within a reasonable amount of time. Failure to reimburse the Commonwealth shall create an enforceable cause of action for breach of contract that may be enforced by DCR.

In the event that DCR is compelled to seek judicial enforcement of this Agreement, then the prevailing party shall be entitled to recover their court costs, expenses and legal fees.

**Entire Agreement**

This written Agreement represents the entire agreement between the parties and any prior communications regarding the arrangement between the parties or any prior promises are considered to be null and void.

**Applicable Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

**Severability**

In the event that any term, provision or condition of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**Non-Transferrable**

This Agreement is non-transferrable and the rights and obligations described herein shall not be assigned or transferred to any third-party.

By signing this Agreement, all parties agree to adhere to the above terms and conditions.

**Authorizing Signatures:**

*C.C. McCotter*

Christopher McCotter  
Lake Anna Advisory Committee

*8/19/26*

Date

*[Signature]*

Christian Goodwin  
Louisa County

*8/19/26*

Date

Nikki Rovner  
Virginia Department of Conservation and Recreation

Date