

MEMORANDUM OF AGREEMENT
Between
ALBEMARLE COUNTY
And the
THOMAS JEFFERSON SOIL AND WATER CONSERVATION DISTRICT

This Memorandum of Agreement (MOA) is made and entered into the 5th day of September, 2019, by and between Albemarle County (County) and the Thomas Jefferson Soil and Water Conservation District (TJSWCD).

WHEREAS, TJSWCD has established a Conservation Assistance Program funded by the Commonwealth of Virginia (VCAP), to provide monetary assistance to non-agricultural landowners as an incentive for implementation of measures that will reduce their stormwater footprint and improve water quality; and

WHEREAS, the County desires to establish an incentive program to be known as the Albemarle Conservation Assistance Program (ACAP), whereby funding appropriated by the County Board of Supervisors could be applied, in addition to any VCAP funding that may be available for a particular practice or facility, as an incentive for County property owners to implement stormwater management facilities and practices that will achieve permanent reductions in stormwater flow of pollutant loadings and/or enhance native wildlife habitat and help conserve biological diversity; and

WHEREAS, TJSWCD has agreed to administer ACAP in conjunction with the VCAP;

NOW THEREFORE, the parties do hereby set forth their agreement as follows:

ARTICLE ONE – PRACTICES ELIGIBLE FOR FUNDING THROUGH VCAP:

1. Stormwater management facilities and Best Management Practices (BMPs) included in the Virginia Conservation Assistance Program Implementation and Design Manual (VCAP Manual) in effect July 1st, 2019 (and as amended from time to time thereafter) are eligible for funding under the ACAP program. The list of practices eligible for use of ACAP funds may be modified as mutually agreed upon by both parties, within the VCAP Manual or by a stand-alone document, separate but in addition to the VCAP Manual. The provisions of the VCAP Manual referenced above are incorporated into this Agreement by reference, as eligible for use of ACAP funds.
2. In the case of the eligible practice titled Rainwater Harvesting (RH), only practices involving use of the water exterior to structures are eligible for funding. Practices involving any domestic use of the water, including potable water or involving wastewater systems, are not eligible for funding.

ARTICLE TWO – THE COUNTY AGREES TO:

1. Provide payment, as set forth following below, for TJSWCD to administer and implement ACAP as an extension of VCAP for eligible County property owners:
 - Albemarle County Board of Supervisors will allocate funding for ACAP on an annual basis, the specific amount to be determined during the County budget approval process;

funding budgeted and appropriated for ACAP will be disbursed to TJSWCD in a lump sum on or before July 7 of each fiscal year.

- \$5,000 of each annual allocation for ACAP will be used to support administration of the program and the provision of technical assistance to property owners provided by TJSWCD.
2. Appoint a staff liaison to assure a consistent line of communication between the County and TJSWCD. The staff liaison will meet at least quarterly with TJSWCD to discuss program administration, outreach, successes and challenges.
 3. Provide outreach and information to County property owners regarding ACAP.
 4. Provide copies of materials developed by TJSWCD (including application forms) to potential ACAP applicants.

ARTICLE THREE – TJSWCD AGREES TO:

1. Administer and implement ACAP in conjunction with VCAP for property located within the limits of Albemarle County. Administrative and implementation tasks include, but are not limited to:
 - Financial administration (all financial records and other program records shall be maintained throughout the performance of this MOA, and for a period of three (3) years following the expiration or termination of this MOA, and such financial records shall be made available to the County for inspection, at any time, upon request of the County).
 - Provide forms and program/practice information to ACAP participants.
 - Provide outreach and outreach materials to maximize participation in the program.
 - Provide guidance and technical assistance to applicants during the application process and during practice installation.
 - Provide final practice installation inspections/certification prior to payment of funds to property owners.
 - Provide periodic spot checks to ensure practice maintenance in accordance with VCAP standards.
2. When requested by the County, develop prioritization considerations, and eligibility and criteria guidelines for the practices eligible for ACAP funding, and maintain such prioritization considerations, eligibility and criteria guidelines within the VCAP Manual or by a stand-alone document, separate but in addition to the VCAP Manual, in order to address administrative and technical criteria specific to the practices funded by the County's ACAP funding. Upon completion of an Albemarle Appendix, the parties shall indicate their approval of such document by entering into a written Addendum to this Agreement, incorporating the approved Albemarle Appendix as part of this Agreement.
3. For persons and practices eligible for ACAP funding, provide supplemental VCAP funding, as available, to enhance incentives for County property owners.

TJSWCD shall provide funding to applicants selected for the ACAP program with 50% VCAP funds and 50% ACAP funds, when projects meet VCAP ranking requirements or until such time as no VCAP funds are available, in which case remaining ACAP funds will be used to fully fund selected applicants until such time that all available ACAP funds are spent.

The funding allocation between VCAP and ACAP funds may be modified as mutually agreed upon by both parties. In the event that funding for ACAP is fully expended prior to the end of the County's fiscal year, the County may, upon written notice to TJSWCD, temporarily suspend performance of this agreement until such time as additional ACAP funding is available and has been appropriated by Albemarle County Board of Supervisors, and, at the County's option, the County may terminate this MOA as provided in Article Four.

Each application meeting VCAP ranking requirements will be submitted to the VCAP statewide waitlist for a minimum of the Fiscal Quarter for funding approval. If at the end of that Fiscal Quarter, funding has not been approved by VCAP, 100% ACAP funds may be used. Applications not meeting VCAP ranking requirements, will stay on a TJSWCD waiting list until the end of the Fiscal Quarter and will be considered for funding with 100% ACAP funds.

The schedule detailed below will follow fiscal quarters and will prohibit any ACAP project from being held back while still allowing the County to utilize a 50% match with VCAP funds when possible.

June 30th application submittal deadline for FQ1

Approval by September 31st

September 31st application submittal deadline for FQ2

Approval by December 31st

December 31st application submittal deadline for FQ3

Approval by March 31st

March 31st application submittal deadline for FQ4

Approval by June 30th


4. Appoint a staff liaison to provide a consistent line of communication between the County and TJSWCD. The staff liaison will meet at least quarterly with the County to discuss program administration, outreach, successes and challenges.
5. Keep the County liaison informed of program issues which may arise between quarterly meetings.
6. Ensure copies of all financial records and other program records are available to County staff upon request.

7. Provide supervision and training for TJSWCD staff, adequate to ensure familiarity with, and competent administration and implementation of the ACAP program.

ARTICLE FOUR – COMMENCEMENT; TERMINATION

The parties shall commence performance of their obligations under this MOA upon the date of the final signature below and shall continue performance until the MOA is terminated by either party hereto, following at least 60 days' advance written notice to the other party.

COUNTY:

By:  Date 9/5/19

TJSWCD:

By:  Date 9/25/19