

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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 landowners as an incentive for implementation of measures that will reduce their stormwater footprint and improve water quality: and

**WHEREAS**, the County has established an incentive program 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 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, as applicable;

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

**ARTICLE ONE – THE COUNTY AGREES TO:**

1. Provide payment for TJSWCD to administer and implement **ACAP** for eligible County property owners.
2. 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;
3. Funding budgeted and appropriated for ACAP will be disbursed to TJSWCD in a lump sum in Quarter One of each Fiscal Year. The process for documenting and exchanging these funds will proceed as follows:
  - a. County Staff will provide TJSWCD with a Purchase Order (PO) for the corresponding amount approved by the Board of Supervisors by July 7<sup>th</sup> or

the next closest business day thereafter.

- b. Within thirty (30) days of receipt of the Purchase Order, TJSWCD will provide the County with an Invoice for the amount of the Purchase Order; and,
  - c. Within thirty (30) days of receipt of the Invoice, the County will provide TJSWCD with a check for the lump sum amount allocated by the Board of Supervisors to go towards ACAP funding.
    - i. From these funds, a mutually agreed upon amount 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 unless or until otherwise allocation is modified by the Board of Supervisors.
- 4. Appoint a staff liaison to assure a consistent line of communication between the County and TJSWCD. The staff liaison will meet as needed with TJSWCD to discuss program administration, outreach, successes and challenges.
  - 5. Provide outreach and information to County property owners regarding ACAP.
  - 6. Provide copies of materials developed by TJSWCD (including application forms) to potential ACAP applicants.

## **ARTICLE TWO – 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:
  - a. 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).

- b. .Provide forms and program/practice information to ACAP participants.
  - c. Provide outreach and outreach materials to maximize participation in the program.
  - d. Provide guidance and technical assistance to applicants during the application process and during practice installation.
  - e. Provide final practice installation inspections/certification prior to payment of funds to property owners.
  - f. Provide periodic spot checks to ensure practice maintenance in accordance with VCAP standards.
  - g. Provide quarterly reports in the form of accounting which should include, but not be limited to:
    - Projects completed with ACAP funds
    - ACAP funds Obligated, Approved, and Committed
    - Total amount of ACAP funds expended during the reporting period
2. For persons and practices eligible for ACAP funding, provide supplemental VCAP funding, as available, to enhance incentives for County property owners.
- a. TJSWCD shall provide funding to applicants selected for the ACAP program using either ACAP funds, VCAP funds or a combination of the two, depending upon eligibility and the availability of funding.
  - b. 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.
3. Appoint a staff liaison to provide a consistent line of communication between the County and TJSWCD. The staff liaison will meet as needed with the County to discuss program administration, outreach, successes and challenges.
4. Keep the County liaison informed of program issues which may arise between meetings.
5. Provide supervision and training for TJSWCD staff, adequate to ensure familiarity

with, and competent administration and implementation of the ACAP program.

**ARTICLE THREE – PRACTICES ELIGIBLE FOR FUNDING THROUGH ACAP/VCAP:**

The County has agreed to provide TJSWCD with supplemental funding to support the ACAP. The practices eligible for funding under ACAP are set forth at Addendum I, which is incorporated herein, and is to be automatically renewed each year simultaneous with the renewal of this MOA, unless properly modified by an action of the Board of Supervisors. Prioritization considerations for practices eligible for ACAP funding shall be added to and maintained within Addendum I, as appropriate.

**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: \_\_\_\_\_

**TJSWCD:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

## **ADDENDUM I – PRACTICES ELIGIBLE TO RECEIVE ACAP FUNDING**

This Addendum is supplemental to a Memorandum of Agreement entered into between Albemarle County and the Thomas Jefferson Soil and Water Conservation District. This Addendum has been incorporated in its entirety into the aforementioned Memorandum of Agreement and is subject to all terms and conditions set forth therein.

Subject to the terms and conditions of the Memorandum of Agreement, the following categories of conservation practices are eligible to receive ACAP Funding.

**Category I:** Conservation projects based in Albemarle County that would otherwise qualify for VCAP funding.

**Category II:** Conservation projects located in lower-income geographic areas of 60% and above, based on EJ Screen maps, and approved for VCAP funds at 80% of the total cost are then eligible to receive an additional 15% of the total cost share from ACAP funds.

**Category III:** Projects promoting and funding the planting of native tree species throughout Albemarle County independent of VCAP eligibility criteria.

**COUNTY:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**TJSWCD:**

By: \_\_\_\_\_

Date: \_\_\_\_\_