

MEMORANDUM OF UNDERSTANDING
between the
CITY OF HAMPTON, VIRGINIA
and the
COLONIAL SOIL AND WATER CONSERVATION DISTRICT

This Memorandum of Understanding ("MOU") is made and entered into the 14th day of October 2022 by and between the City of Hampton, Virginia (the "City") and the Colonial Soil and Water Conservation District (CSWCD).

WHEREAS, CSWCD administers the Virginia Conservation Assistance Program (VCAP) to provide technical assistance and financial reimbursement to non-agricultural property owners when installing eligible best management practices (BMPs) that improve water quality by reducing nonpoint source pollution; and

WHEREAS, the City desires to establish a partnership with the CSWCD to extend its administration of VCAP to include the City, with a focus on the installation of living shorelines; and

WHEREAS, CSWCD has agreed to administer the VCAP in conjunction with the City.

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

ARTICLE ONE – VCAP ELIGIBLE PRACTICES:

1. Best Management Practices (BMPs) involving living shorelines included in the Virginia Conservation Assistance Program Implementation and Design Manual, 7th Edition (VCAP Manual), and as amended thereafter, are eligible for funding through the VCAP.
2. The list of eligible practices may be modified as mutually agreed by both parties, whether within the VCAP Manual or by a separate stand-alone document.
3. The provisions of the VCAP Manual referenced above are incorporated into this MOU by reference, as eligible for use of VCAP funds.

ARTICLE TWO – THE CITY AGREES TO:

1. Provide payment to CSWCD, as set forth below, for CSWCD to administer and implement the VCAP for eligible City property owners for the installation of living shorelines:
 - For the City's Fiscal Year 2023 (July 1, 2022-June 30, 2023), the City agrees to contribute up to \$10,000 to the CSWCD to support CSWCD in providing technical assistance and reimbursement for an estimated ten (10) living shore projects within the City through the VCAP.
 - No later than October 15, 2022, the City shall make an initial payment of \$5,000 to CSWCD.
 - No later than March 1, 2023, the City and CSWCD shall conduct a joint progress evaluation of VCAP activity within the City. Factors to be considered in this joint evaluation shall include, but not be limited to, the number of initial contacts and inquiries made by Hampton residents, the number of initial site visits that have been completed, the number of living shoreline project applications that have been submitted and/or approved, and, generally, the number and type of

marketing projects that have been undertaken. Based on the findings of this joint progress evaluation, the City shall determine, in its sole discretion, whether the City will make an additional payment of \$5,000 to CSWCD.

- At the completion of each fiscal year, any remaining funds not dispersed will not carry over to the subsequent year.
 - For each subsequent fiscal year after FY 2023, the specific allocated funding amount from the City for that fiscal year will be determined by the City budget approval process.
2. Appoint a staff liaison (the "City Liaison") to establish a consistent line of communication between the City and CSWCD. The City Liaison will meet at least quarterly with CSWCD to discuss program administration, outreach, successes, and challenges.
 3. The City Liaison will conduct an initial screening of potential projects through the City's existing inquiry and permit review process. City staff will direct property owners that are identified as potentially eligible for VCAP assistance to contact CSWCD to begin the process of setting up an initial site visit.
 4. Provide outreach and information to City property owners regarding the ability to install living shorelines with VCAP assistance.
 5. Provide marketing and educational materials developed by CSWCD for living shoreline projects (including application forms) to potential VCAP applicants.

ARTICLE THREE – CSWCD AGREES TO:

1. Administer and implement VCAP for properties located within the limits of the City, with a focus on living shorelines. Administrative and implementation tasks include, but are not limited to:
 - Conduct financial administration - all financial records and other program records shall be maintained throughout the performance of this MOU, and for a period of three (3) years following the expiration or termination of this MOU, and such financial records shall be made available to the City for inspection, at any time, upon request of the City.
 - Provide relevant forms and program/practice information to VCAP participants.
 - Provide outreach and marketing/educational outreach materials to the City 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 and certification prior to payment of funds to property owners.
 - Provide periodic spot check to ensure practice maintenance by property owners in accordance with VCAP standards.

2. Provide up to twenty (20) initial site visits for interested property owners within the City during FY 2023. After FY 2023, the number of initial site visits is subject to change in conjunction with subsequent City funding and CSWCD availability. Data gathered during FY23 concerning the time and resource commitments required for completing these site visits will also be factored into future program deliverables.
3. Provide technical assistance and financial reimbursement for up to ten (10) eligible living shoreline projects within FY 2023. After FY 2023, the number of funded living shoreline projects is subject to change in conjunction with subsequent City funding and CSWCD availability. Data gathered during FY23 concerning the time and resource commitments required for completing these projects will also be factored into future program deliverables.
4. Appoint a staff liaison to establish a consistent line of communication between CSWCD and the City. The staff liaison will meet at least quarterly with the City to discuss program administration, outreach, successes, and challenges.
5. Keep the City 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 City staff upon request.
7. Provide supervision and training for CSWCD staff, adequate to ensure familiarity with, and competent administration and implementation of, the VCAP program in the City.

ARTICLE FOUR – COMMENCEMENT; TERMINATION

1. The term of this MOU shall commence upon the full execution of MOU by both parties and shall continue until the close of FY23 (June 30, 2023) (the "Initial Term"). This MOU may be extended for up to four (4) additional one-year extensions (the "Renewal Term"). The City shall notify CSWCD in writing of its desire to extend the MOU at least 60 days prior to the termination of the Initial Term or any Renewal Term of this MOU.
2. The MOU may be terminated by either party hereto, following at least 30 days' advance written notice to the other party.
3. The MOU may be modified only in a writing signed by both parties.

WITNESS the following signatures:

[SIGNATURES ON THE FOLLOWING PAGE]

CITY OF HAMPTON, VIRGINIA

By 
City Manager/Authorized Designee

10/14/22
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By 
City Attorney's Office

10/13/2022
Date

APPROVED AS TO CONTENT:

By 
Community Development Department

10-6-22
Date

By 
Public Works Department

10/10/22
Date

COLONIAL SOIL AND WATER CONSERVATION DISTRICT

By 
Title Chair

9-27-2022
Date