

**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 14<sup>th</sup> 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, 7<sup>th</sup> 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

**FIRST AMENDMENT AND RENEWAL**  
to the MEMORANDUM OF UNDERSTANDING  
between the CITY OF HAMPTON, VIRGINIA  
and the COLONIAL SOIL AND WATER CONSERVATION DISTRICT

This First Amendment and Renewal (“First Amendment and Renewal”) is made and entered into the 18<sup>th</sup> day of ~~October~~ 2023 by and between the City of Hampton, Virginia (the “City”) and the Colonial Soil and Water Conservation District (CSWCD) and amends and modifies that certain Memorandum of Understanding entered into by the Parties dated October 14, 2022.

**WHEREAS**, the City and CSWCD are parties to that Memorandum of Understanding (the “MOU”) dated October 14, 2022;

**WHEREAS**, Article Two (1) of the MOU includes various references to specific fiscal years and specific calendar dates based on the Initial Term;

**WHEREAS**, Article Three (2) and (3) of the MOU includes various references to specific fiscal years and specific calendar dates based on the Initial Term;

**WHEREAS**, Article Four (1) of the MOU provide that the Initial Term of the MOU shall continue until June 30, 2023 and that the MOU may be extended for up to four (4) additional one-year extensions (the “Renewal Term”);

**WHEREAS**, Article Four (1) of the MOU further provides that 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; and

**WHEREAS**, the City and CSWCD desire to amend and modify the MOU to update references to fiscal years and calendar dates, and to renew the term of the MOU for an additional one-year extension.

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor agree as follows:

- A. The parties represent and warrant that the recitals to this First Amendment and Renewal are accurate and correct and incorporate them in this First Amendment and Renewal.
- B. The language in Article Two (1) shall be deleted in its entirety and restated as follows:

**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 (July 1-June 30) associated with the then current Renewal Term, the City agrees to contribute up to \$10,000 to the CSWCD to support CSWCD in providing technical assistance and reimbursement for an estimated fifteen (15) living shore projects within the City through the VCAP.
    - No later than September 1 of the then current Renewal Term, the City shall make an initial payment of \$5,000 to CSWCD.
    - No later than March 1 of the then current Renewal Term, 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 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, the specific allocated funding amount from the City for that fiscal year will be determined by the City budget approval process.

C. The language in Article Three (2) and (3) shall be deleted in its entirety and restated as follows:

**ARTICLE THREE – CSWCD AGREES TO:**

2. Provide up to twenty-five (25) initial site visits for interested property owners within the City during the then current Renewal Term. The number of initial site visits is subject to change in conjunction with subsequent City funding and CSWCD availability.
  3. Provide technical assistance and financial reimbursement for up to fifteen (15) eligible living shoreline projects within the then current Renewal Term. The number of funded living shoreline projects is subject to change in conjunction with subsequent City funding and CSWCD availability.
- D. Pursuant to Article IV (1) this First Amendment and Renewal shall serve as the City’s written notice to CSWCD of its desire to extend the MOU for an additional one-year extension. The parties agree and acknowledge the extension of the MOU for an additional one-year extension (the “Renewal Term”). Such Renewal Term shall commence on July 1, 2023 and shall continue until the close of Fiscal Year 2023 (June 30, 2024). The parties acknowledge that three (3) additional one-year extensions are available under the MOU.
- E. The effective date of this First Amendment and Renewal shall be the date on which the City Manager, or her designee, signs this First Amendment and Renewal.
- F. All other terms and conditions of the MOU shall remain unchanged and in full force and effect.

WITNESS the following signatures:

[SIGNATURES ON THE FOLLOWING PAGE]

CITY OF HAMPTON, VIRGINIA

By *Ma Bunting*  
City Manager/Authorized Designee

10/18/2023  
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By *[Signature]*  
City Attorney's Office

10/16/23  
Date

APPROVED AS TO CONTENT:

By *Bonnie*  
Community Development Department

9/16/23  
Date

By *[Signature]*  
Public Works Department

8/31/2023  
Date

COLONIAL SOIL AND WATER CONSERVATION DISTRICT

By *[Signature]*  
Title Chair

4-25-2023  
Date



March 17, 2025

<<SENT VIA EMAIL>>

Colonial Soil and Water Conservation District, Chairman, Wayne Davis:  
[wayne.davis@colonialswcd.org](mailto:wayne.davis@colonialswcd.org)

**Re: Renewal of Memorandum of Understanding, as amended, between the City and the Colonial Soil and Water Conservation District**

Dear Chairman Davis:

Pursuant to Article Four (1) of the Memorandum of Understanding between the City of Hampton, Virginia (the "City") and the Colonial Soil and Water Conservation District (CSWCD) dated October 14, 2022, as amended by that First Amendment and Renewal dated October 18, 2023 (collectively, the "Memorandum"), this Letter Agreement is intended to confirm the desire of both the City and CSWCD to extend the Memorandum for a second additional one-year extension.

By signing below, the parties agree and acknowledge the extension of the Memorandum for a second additional one-year term (the "Second Renewal Term"). Such Second Renewal Term commenced on July 1, 2024 and shall continue until the close of the Fiscal Year, June 30, 2025. The Parties agree that total payment from the City to CSWCD for the Second Renewal Term is \$5,000.00. Further, the parties acknowledge that two (2) additional one-year extensions are available under the Memorandum.

The effective date of this Letter Agreement shall be the date on which CSWCD signs and dates the document. All other terms and conditions of the Memorandum shall remain unchanged and in full force and effect.

If the foregoing is acceptable to you, please sign and date this Letter Agreement in the space provided below and return an executed copy to Deputy City Attorney, Angela King ([angela.king@hampton.gov](mailto:angela.king@hampton.gov)).

Sincerely,

A handwritten signature in blue ink, appearing to read "Mary B. Bunting".

Mary B. Bunting  
City Manager

Seen and Agreed:

A handwritten signature in blue ink, appearing to read "E. Wayne Davis".

By: E. Wayne Davis

Title: Chair

Colonial Soil and Water  
Conservation District

Date: 3/18/25

Date: 03/25/2025

With a copy to: CSWCD Programs Manager, Jim Wallace: [jim.wallace@colonialswcd.org](mailto:jim.wallace@colonialswcd.org)

**OFFICE OF THE CITY MANAGER**

22 Lincoln Street | Hampton, Virginia 23669

P: (757) 727-6392 | F: (757) 728-3037



September 12, 2025

<<SENT VIA EMAIL>>

Colonial Soil and Water Conservation District, Chairman, Wayne Davis:  
[wayne.davis@colonialswcd.org](mailto:wayne.davis@colonialswcd.org)

**Re: Renewal of Memorandum of Understanding, as amended, between the City and the Colonial Soil and Water Conservation District**

Dear Chairman Davis:

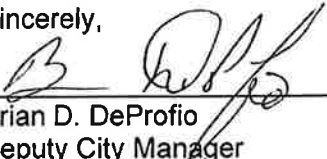
Pursuant to Article Four (1) of the Memorandum of Understanding between the City of Hampton, Virginia (the "City") and the Colonial Soil and Water Conservation District (CSWCD) dated October 14, 2022, as amended by that First Amendment and Renewal dated October 18, 2023 (collectively, the "Memorandum"), this Letter Agreement is intended to confirm the desire of both the City and CSWCD to extend the Memorandum for a third additional one-year extension.

By signing below, the parties agree and acknowledge the extension of the Memorandum for a third additional one-year term (the "Second Renewal Term"). Such Second Renewal Term commenced on July 1, 2025 and shall continue until the close of the Fiscal Year, June 30, 2026. The Parties agree that total payment from the City to CSWCD for the Third Renewal Term is \$7,000.00. Further, the parties acknowledge that one (1) additional one-year extension is available under the Memorandum.

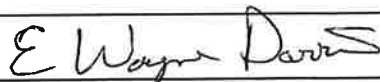
The effective date of this Letter Agreement shall be the date on which CSWCD signs and dates the document. All other terms and conditions of the Memorandum shall remain unchanged and in full force and effect.

If the foregoing is acceptable to you, please sign and date this Letter Agreement in the space provided below and return an executed copy to Deputy City Attorney, Angela King ([angela.king@hampton.gov](mailto:angela.king@hampton.gov)).

Sincerely,

  
\_\_\_\_\_  
Brian D. DeProfio  
Deputy City Manager

Seen and Agreed:

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

Title: Chair  
Colonial Soil and Water  
Conservation District

Date: 9/12/25

Date: 9/23/25

With a copy to: CSWCD Programs Manager, Jim Wallace: [jim.wallace@colonialswcd.org](mailto:jim.wallace@colonialswcd.org)

**OFFICE OF THE CITY MANAGER**  
22 Lincoln Street | Hampton, Virginia 23669  
P: (757) 727-6392 | F: (757) 728-3037