

Department of Conservation and Recreation and Virginia Soil and Water Conservation District Cost-Share and Technical Assistance Grant Agreement (Fiscal Year 2024)

Chapter 769, 2023 Acts of Assembly, Item 374

A.2. Out of the appropriation in this Item, \$4,550,000 the first year and \$4,550,000 the second year shall be provided for base technical assistance support for the Virginia Soil and Water Conservation Districts. These funds shall be distributed upon approval by the Virginia Soil and Water Conservation Board to the districts in accordance with the Board's established financial allocation policy. These amounts shall be in addition to any other funding provided to the districts for technical assistance pursuant to subsections B and C of this Item for appropriations in excess of \$35,000,000.

B. 2. Of the remaining amount in the first year, \$256,507,321 is authorized for transfer to the Virginia Natural Resources Commitment Fund, a sub fund of the Water Quality Improvement Fund. Notwithstanding any other provision of law, the funds transferred to the Virginia Natural Resources Commitment Fund shall be distributed by the Department upon approval of the Virginia Soil and Water Conservation Board in accordance with the board's developed policies, as follows: \$164,744,889 shall be used for matching grants for Agricultural Best Management Practices on lands in the Commonwealth exclusively or partly within the Chesapeake Bay watershed, \$70,604,953 shall be used for matching grants for Agricultural Best Management Practices on lands in the Commonwealth exclusively outside the Chesapeake Bay watershed, and an additional \$21,157,479 in addition to the base funding provided in A.1. shall be appropriated for Technical Assistance for Virginia Soil and Water Conservation Districts.

F.1 Out of the appropriation in this Item, \$10,000,000 the first year and \$10,000,000 the second year from the Virginia Natural Resources Commitment Fund, a subfund of the Virginia Water Quality Improvement Fund, is hereby appropriated. The funds shall be dispersed by the department pursuant to §10.1-2128.1, Code of Virginia.

2. The source of an amount estimated at \$10,000,000 the first year and \$10,000,000 the second year to support the nongeneral fund appropriation to the Virginia Natural Resources Commitment Fund shall be the recordation tax fee established in Part 3 of this act.

3. Out of this amount, a total of thirteen percent, or \$1,300,000, whichever is greater, shall be appropriated to Virginia Soil and Water Conservation Districts for technical assistance to farmers implementing agricultural best management practices, and \$8,700,000 for Agricultural Best Management Practices Cost-Share Assistance. Of the amount deposited for Cost-Share Assistance, seventy percent shall be used for matching grants for agricultural best management practices on lands in the Commonwealth exclusively or partly within the Chesapeake Bay watershed, and thirty percent shall be used for matching grants for agricultural best management practices on lands in the Commonwealth exclusively outside of the Chesapeake Bay watershed.

G.1. Out of the appropriation in this Item, \$2,583,531 in the first year and \$2,583,531 in the second year from the funds designated in Item 3-1.01.C. of this act are hereby appropriated to the Virginia Water Quality Improvement Fund and designated for deposit to the reserve fund established pursuant to paragraph B of Item 373. It is the intent of the General Assembly that all interest earnings of the Water

Quality Improvement Fund shall be spent only upon appropriation by the General Assembly, after the recommendation of the Secretary of Natural and Historic Resources, pursuant to §10.1-2129, Code of Virginia.

§ 10.1-505. Duties of Board.

In addition to other duties and powers conferred upon the Board, it shall have the following duties and powers:

1. To give or loan appropriate financial and other assistance to district directors in carrying out any of their powers and programs.
3. To oversee the programs of the districts.
11. To provide, from such funds appropriated for districts, financial assistance for the administrative, operational and technical support of districts.

Recommended Motion:

The Virginia Soil and Water Conservation Board approves the Department of Conservation and Recreation and Virginia Soil and Water Conservation District Cost-Share and Technical Assistance Grant Agreement (Fiscal Year 2024).

**DEPARTMENT OF CONSERVATION AND RECREATION AND VIRGINIA SOIL AND WATER
CONSERVATION DISTRICT (Department/ District) GRANT AGREEMENT:**

Cost-share and Technical Assistance from the Commonwealth of Virginia

Agreement Number «AgreementN»

This Agreement becomes effective as of the 1st day of July ~~2022~~ 2023, between the Virginia Department of Conservation and Recreation (Department), herein referred to as the Department and the «SWCD» Soil and Water Conservation District (District), herein referred to as the District. This Agreement supersedes Fiscal Year ~~2022-2023~~ (~~FY22~~ FY2023) Agreements; accordingly, this Agreement governs the distribution and disbursement of new Fiscal Year ~~2023-2024~~ (~~FY23~~ FY24) cost-share and technical assistance funds.

The parties of this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

(1) SCOPE OF SERVICE:

The District shall provide the services set forth in Attachment A (Fiscal Year 2023-2024 Performance “Deliverables”), the terms of which are incorporated herein. The Department, as directed by the Virginia Soil and Water Conservation Board (Board), shall assess at the end of Fiscal Year ~~2023-2024~~ (~~FY23~~ FY24) each District’s success in meeting the deliverables utilizing an A (fully satisfied), B (partially fulfilled), and C (did not fulfill) evaluation scale and provide the results to the Board for review and appropriate action (Attachment C). Those Districts receiving a “C” score for any deliverable shall be sent a Letter of Notice (LON) on behalf of the Board by the Department to the District’s Board Chairman and Manager. The LON shall direct the District to develop a Performance Improvement Plan (PIP) within 60 days from the Board meeting where review of the deliverables receiving a “C” score occurred. The District’s CDC shall closely assist the District in the development of their PIP. The PIP shall be presented to the Board’s Audit Subcommittee (Subcommittee) at their next meeting by the District Board Chairman and/or a designated Director. Any explanations and actions taken to date may be presented to the Subcommittee at that time. Upon the Subcommittee’s agreement with the PIP, the District Board shall report progress made towards successful implementation of the PIP to their CDC at their monthly meetings. Copies of the Subcommittee approved PIP shall be provided to the Board and the Subcommittee Chair shall brief the Board on all matters brought before the Subcommittee.

Failure to meet performance deliverables contained in Attachment A may result in the withholding of funding granted by the Department to the District set out in this Grant Agreement, either temporarily, or permanently, and/ or result in funding adjustments to the District’s future fiscal year’s funding allocations. Such actions shall be taken at the recommendation of the Subcommittee and upon approval of the Board. In the event the District fails to comply with the provisions of this Agreement, the Department, with the Board’s concurrence, reserves the right to require repayment of previously issued funds and/or direct further appropriate actions based upon noncompliance circumstances. Should an issue arise that impacts funding, the District will be apprised of the issue(s) and be provided an opportunity to address the concerns of the Department or Board prior to Department action. Board actions will be considered on a case-by-case basis.

(2) TIME OF PERFORMANCE:

The services of the District shall commence on July 1, 2022-2023 and shall terminate on June 30, 2023-2024 unless extended or superseded by a renewed grant agreement during this contract period.

(3) COMPENSATION:

The District shall be funded, in accordance with the provisions of this Agreement, by the Department for services as set forth in **Attachment A** and in the amounts set out in **Attachment B**. The Department's fulfillment of cost-share and technical assistance funding to the District which is specified within this Agreement is contingent upon appropriations by the Virginia General Assembly. Should funding availability fall short of appropriation projections during the course of ~~FY23~~ **FY24**, after the Department has utilized all unallocated and unobligated balances it may have available (such as CTI), every District will receive an equal percent reduction which will be calculated and deducted from each District's unobligated total approved cost-share and technical assistance funding specified within the Department/District Grant Agreement. When a reduction of funds is necessary, the Department will make reductions from available unobligated cost-share first and reduce technical assistance last. Should a reduction of funds occur, every District must return funding within 30 days of receiving notice of such reduction from the Department. Should all cost-share and technical assistance funding within a District be obligated and it becomes necessary to reduce such funds, then adjustments will be made to the next fiscal year's spending plan to honor existing commitments from the prior fiscal year first or during reallocation as determined by the Department.

The District shall spend the funds according to the specified categories as referenced in **Attachment B**. Any cost overruns incurred by the District during the time of performance shall be the responsibility of the District.

(4) MATCHING FUNDS:

The use of funds made available through this Agreement by the Department as a match commitment for other funding opportunities the District may pursue, must be approved by the Department in writing, in advance of any binding commitment entered into by the District. This requirement must be fulfilled to avoid double counting of match commitments against these funds. Match commitment requests will be considered on a case-by-case basis. The final decision is at the sole discretion of the Department.

(5) INFORMATION REQUESTS:

The Department agrees upon request of the District, to furnish or otherwise make available to the District, copies of existing non-proprietary materials in the possession of the Department that are reasonably related to the subject matter of this Agreement and are necessary to the District for completion of performance under this Agreement.

(6) GENERAL PROVISIONS:

The District is expected to comply with generally accepted financial accounting principles; to annually review the current version of ***DCR's Desktop Procedures for District Fiscal Operations***; to modify existing accounting procedures to comply with the auditor and Board recommendations; to abide by laws and standards applicable to employment of staff; to develop and comply with internal policies regarding Conflict of Interest that comport with State law; to develop and comply with internal policies regarding Freedom of Information Act requirements that comport with State law; and to operate under a system of reasonable, adequate internal controls that provide integrity to all facets of District management and delivery of programs and services for the public good.

For the purposes of procurement, Districts are considered a unit of local government. The District is encouraged to use the web-based purchasing system eVA, especially to announce District bid opportunities, invite bidders, receive quotes, and place orders for goods and services. Furthermore, all Districts shall participate throughout the Agreement period in the Commonwealth of Virginia's Financial Electronic Data Interchange (FEDI) program.

Expenditure of District funds, regardless of source, will be made without regard to any person's race, color, religion, sex, age, national origin, handicap, or political affiliation.

Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the ~~FY23- FY24~~ Performance Deliverables contained herein. The schedule of service set forth in **Attachment A and Attachment C** shall be deemed to have been consented to upon the execution of this Grant Agreement by the Department.

(7) TERMINATION:

This Agreement is established in the spirit of a conservation partnership. Either party may terminate this Agreement with cause, upon sixty (60) days written notice to the other party. The District shall not expend state funding awarded under this Agreement for services rendered or expenses incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of work under this Agreement. From the date of such notice, the District shall within sixty (60) days refund a pro-rated amount based on a monthly value, minus any documented fees and expenses referenced above, to the Department.

In the event of breach by either party of this Agreement, either party shall have the right immediately to rescind, revoke, or terminate the Agreement. In such event, either party will give written notice to the other specifying the manner in which the Agreement has been breached. When such a breach occurs, either party may be provided opportunity to correct the breach within sixty (60) days of receipt of the written notice. If acceptable corrections have not occurred by the close of that period, either party shall have the right to terminate this Agreement.

In the event of rescission, revocation, or termination, all documents and other materials related to the performance of this Agreement shall become the property of the Department.

(8) FINANCIAL RECORDS AVAILABILITY:

The District agrees to retain all books, records, and other documents relative to this Agreement for three (3) fiscal years from the end of the grant period. The Department, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

All funds received by Districts are public funds and provisions of the Freedom of Information Act shall apply to financial records, unless otherwise specified within the Act or elsewhere in the *Code of Virginia*. Each District shall safeguard, provide accountability, and expend funds only for approved purposes.

(9) PARTNERSHIP ACKNOWLEDGMENTS:

In the spirit of conservation partnership, the Board and Department work with and make available support and assistance to each District in a variety of ways. The conservation partnership will be enhanced through District recognition of its primary partner agencies within certain printed documents produced by the District. Specifically, the District's Strategic Plan (or SWCD 4-year Program and Resource Plan), Annual Plan, and Annual Report will acknowledge Board and Department support and financial assistance by written acknowledgment in the following format:

The Commonwealth of Virginia supports the <u>(Name of district)</u> Soil and Water Conservation District through financial and administrative assistance provided by the Virginia Soil and Water Conservation Board and the Department of Conservation and Recreation.
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Acknowledgment of the Board's and Department's support within other publications and products is encouraged.

(10) COST-SHARE ALLOCATION AND DISTRIBUTION:

Cost-share shall be allocated to Districts in accordance with the POLICY AND PROCEDURES ON SOIL AND WATER CONSERVATION DISTRICT COST-SHARE AND TECHNICAL ASSISTANCE FUNDING ALLOCATIONS (FISCAL YEAR ~~2023~~ 2024) and shall be disbursed in accordance with the provisions of this Agreement and in the amounts set out or referenced in **Attachment B**. Department personnel will confer with District staff at least quarterly to determine their projected needs for cost-share payments for projected completed BMPs. Department personnel will generate a disbursement letter based upon their District's projected ninety-day needs and Agricultural BMP Tracking program data showing obligations. Cost-share payments to applicants shall be conducted in accordance with the *Program Year ~~2023-2024~~ Virginia Agricultural Cost Share (VACS) BMP Manual*. Any application must meet appropriate technical agency standards and specifications of that practice before cost-share payment is made. Payment is issued after the participant and technical representative have certified practice installation in their Virginia BMP Incentives Contract.

Information regarding cost-share payments made by Districts shall be entered into the BMP cost-share tracking database within one month of payments being rendered.

(11) TECHNICAL ASSISTANCE ALLOCATION AND DISTRIBUTION:

Technical Assistance shall be allocated to Districts in accordance with the POLICY AND PROCEDURES ON SOIL AND WATER CONSERVATION DISTRICT COST-SHARE AND TECHNICAL ASSISTANCE FUNDING ALLOCATIONS (FISCAL YEAR ~~2023~~ 2024) and shall be disbursed in accordance with the provisions of this Agreement and in the amounts set out in **Attachment B**.

~~FY23-FY24~~ Technical Assistance allocations shall be disbursed after the Fourth Quarter ~~FY22-FY23~~ reports have been submitted (including the District's End of Year Cash Balance Report, and Carry Over Report) to the Department, the Grant Agreement has been executed, and the original signed Agreement returned to the District's assigned Department CDC. ~~FY23- FY24~~ Technical Assistance shall be disbursed in accordance with the following procedures. During the first quarter of ~~FY23 FY24~~, twenty-five percent of the Technical Assistance allocations shall be disbursed; with an additional twenty-five percent awarded in each of the second, third, and fourth quarters provided updates to the AgBMP Tracking Module are being entered monthly to the satisfaction of the Department. Except due to extenuating circumstances or as otherwise set out in the Grant Agreement, disbursements to Districts will be executed within 45 calendar days following the beginning of a quarter contingent upon the satisfactory completion of database updates and the receipt of complete and accurate reports.

Should new ~~FY23- FY24~~ funding be transferred between Districts or reallocated, Technical Assistance Funds noted in the column "~~FY23-FY24~~ TA Addition to the FY23 TA Base" shall proportionally be transferred with the cost-share.

Additionally, should a District decline a recommended cost-share allocation, technical assistance allocations may also be reduced accordingly.

(12) DEPUTY DIRECTOR APPROVAL OF TRANSFER OF COST-SHARE:

After Grant Agreement issuance, Districts may choose to work with the Department to determine if cost-share allocations should be transferred from one District to another District to maximize water quality improvements. Cost-share shall not be transferred between CB and OCB drainage allocations. Prior to a District Board taking formal action to either transfer cost-share allocation or to accept additional cost-share allocation, the

Conservation District Coordinator(s) assigned to each District must authorize the transfer or acceptance of cost-share allocation. Recommended adjustments Adjustments in the cost-share allocations that are approved by the Conservation District Coordinator(s) and the District Boards shall be advanced ~~by Department field personnel~~ through the Division's Central Office to the Deputy Director for consideration as District contract adjustments. A completed Transfer of Virginia Agricultural Best Management Practices Cost-Share Program (VACS) Allocated Cost-Share Funds Form 199-225 (Form) from the affected Districts will be required to document their approval of the recommended transaction. The completed Form regarding reallocations/transfers shall be routed to the Comptroller to update the Department's records. For amounts already distributed to Districts, funds shall be returned back to the Department, or deducted from the next quarterly FY23-FY24 disbursement(s), for redistribution to the approved receiving District (accordingly such funds shall not be directly sent between Districts). A proportional amount of Technical Assistance shall be transferred with the cost-share funds; ~~however, cost share funds may be voluntarily transferred between two Districts without a proportional amount of technical assistance funds if both the donor and recipient District Boards agree, by formally adopted motions, to such transfer.~~ Such motions and all documentation required to execute the voluntary transfer of cost-share must be submitted to the Department prior to ~~June 30, 2023~~ June 15, 2024. All transferred cost-share funds will be subject to the recipient District's ninety percent (90%) obligation requirement for their total VACS allocation as set out in Section 14 – Reallocation of cost-share funds.

Aside from transfers of funds approved under this Section, no other movements of cost-share or technical assistance funding may occur between Districts.

(13) TARGETING THE EXPENDITURE OF COST-SHARE FUNDS IN EACH DISTRICT TO MAXIMIZE WATER QUALITY IMPROVEMENTS:

Once cost-share has been allocated to Districts, cost-share expenditures within Districts should be utilized to solve water quality problems by fixing the worst problems first on a field by field basis. Priority Considerations (statewide water quality considerations) shall be used by all Districts to qualify cost-share applications for District Board consideration for funding. Every funded application should meet at least one of the priority considerations set out in the POLICY AND PROCEDURES ON SOIL AND WATER CONSERVATION DISTRICT COST-SHARE AND TECHNICAL ASSISTANCE FUNDING ALLOCATIONS (FISCAL YEAR 2023 2024).

Further, a set of Secondary considerations that identify the local District Board's water quality improvement focus shall be developed by the District Board. The District shall submit their Secondary Considerations to the Department and receive Department approval prior to the District approving cost-share applications. Districts should prioritize the implementation of appropriate BMPs that will reduce the greatest amount of nutrient and sediment contamination while utilizing the least amount of cost-share funds to address site-specific water quality problems in identified high priority watersheds with all Program cost-share funds. Each District shall, when comparing projects for cost-share funding, utilize the Conservation Efficiency Factor (CEF). Districts shall be prepared to verify and document that their cost-share allocations are being spent in accordance with the priority considerations, their approved secondary considerations, and in accordance with the *Program Year 2023-2024 Virginia Agricultural Cost Share (VACS) BMP Manual*.

Additionally, for Districts within the Chesapeake Bay basin, Districts shall give priority to BMPs addressed within the Virginia Chesapeake Bay Watershed Implementation Plan; for Districts outside of the Chesapeake Bay basin, priority shall be given to BMPs in the highest priority agricultural TMDL watersheds (as ranked by the Department; high, medium, and low). BMPs within fields covered by a Resource Management Plan shall also receive priority.

(14) REALLOCATION OF COST-SHARE FUNDS:

Following the end of each fiscal year, the Board shall reallocate (redistribute) unobligated VACS allocations, including unobligated funds from prior fiscal years, and unobligated CREP or RCPP funds (keeping cost-share within the drainage basin it was originally allocated within). These funds will be used for VACS programmatic priorities which may include funding for Chesapeake Bay Watershed Implementation Plan implementation or targeted agricultural BMPs. VACS funds that have not been approved by the District's Board of Directors at the end of the fourth quarter of the fiscal year (June 30, ~~2023~~ 2024) to fund an existing cost-share application are considered to be unobligated.

Data collected from the budget summary page of the Conservation Application Suite will be analyzed to identify those Districts that have obligated ninety percent (90%) or more of their Total VACS allocation. The percent of their VACS allocation obligated will be identified by dividing the "Obligated" amount by the "Allocation" amount. For those Districts that did not obligate at least ninety percent (90%) of their Total VACS allocation by June 30, ~~2023~~ 2024, unobligated cost-share funds will be summed and all of a District's unobligated VACS funds will be reallocated. This includes amounts already distributed to Districts for which a project has since been discontinued (which shall be reverted back to the Department; such funds shall not be directly sent between Districts) as well as VACS funds still being held by the Department for which there are no pending obligations against it. Technical assistance funding shall proportionally be transferred with the reallocated cost-share.

Reallocation cost-share amounts and the associated technical assistance amounts shall be specifically noted in cost-share disbursement letters to Districts and become part of the financial record.

(15) VOLUNTARY RELINQUISHMENT OF UNOBLIGATED FUNDS TO THE DEPARTMENT

Districts that anticipate being unable to obligate at least ninety percent (90%) of their Total VACS allocation by ~~June 30, 2023~~ June 15, 2024 may relinquish unobligated cost-share funds and the associated "~~FY23- FY24~~ addition to FY23 technical assistance base" to the Department. This action by the District must be formally approved by the District Board. This District Board action must be documented in the minutes and must include the amount of cost share and proportional technical assistance funds to be relinquished to the Department. The appropriate Conservation District Coordinator must be notified of this action taken by the District.

Relinquishing cost-share funds, and the associated technical assistance funds, to the Department prior to ~~June 30, 2023~~ June 15, 2024 is an additional mechanism for Districts to meet the ninety percent (90%) obligation of their Total VACS allocation.

(16) UNEXPENDED STATE FUNDS MAINTAINED BY DISTRICTS:

~~FY2023- FY2024~~ and any prior year cost-share funds, including issued to Districts that remain unobligated at the close of ~~FY2023- FY2024~~ will be returned to the Department for reallocation by the Board in accordance with Section 14.

(17) SIGNATURES ON THE VACS CONTRACT

For any practice funded in whole or in part by the VACS Program, a VACS contract must be completed and signed in its entirety by the appropriate District staff, District Director, and the participant. For any practice marked complete and issued payment on or after July 1, 2022, failure to obtain the appropriate signatures on a VACS contract in its entirety will result in the amount provided in VACS cost-share funding for the practice, including the associated technical assistance funding, being withheld from the District's cost-share and technical assistance allocation for the next fiscal year by the Department. VACS cost-share files will be examined during financial audits, administrative cost share file reviews, and verifications to ensure the appropriate signatures have been obtained.

In witness whereof the parties have caused this Agreement to be executed by the following duly authorized officials:

SOIL AND WATER CONSERVATION
DISTRICT

DEPARTMENT OF CONSERVATION
AND RECREATION

By: _____

By: _____

Matthew S. Wells, Director
Department of Conservation and Recreation

Title: _____

Date: _____

Date: _____

Department/District Grant Agreement No. «AgreementN»

ATTACHMENT A

**Soil and Water Conservation District (District)
FY23 FY24 Performance “Deliverables”**

For Acceptance of Department Virginia Agricultural BMP Cost-Share Program Funds for Cost-share and Technical Assistance

- Locally deliver the Commonwealth’s Agricultural BMP Cost-Share Assistance Program as a means of promoting voluntary adoption of conservation management practices by farmers and land managers in support of the Department’s nonpoint source pollution management program. (§10.1-546.1 Code of Virginia):
 - Implement the Virginia Agricultural BMP Cost-Share program in accordance with the provisions of:
 - The POLICY AND PROCEDURES ON SOIL AND WATER CONSERVATION DISTRICT COST-SHARE AND TECHNICAL ASSISTANCE FUNDING ALLOCATIONS (FISCAL YEAR ~~2023~~ 2024);
 - This Grant Agreement; and
 - All state laws and regulations.
- Locally deliver the Agricultural BMP Cost-Share Assistance Program in accordance with the Program Year ~~2023~~ 2024 Virginia Agricultural Cost-Share (VACS) BMP Manual including but not limited to the provision on EJAA, cost-share file administrative reviews, bid process, conservation planning and other administrative guidelines established in the Manual.
- Submit complete and accurate quarterly financial reports to the District’s assigned CDC. Quarterly reporting includes utilizing the Fiscal Year ~~2023~~ 2024 electronic template of the Attachment E (Project Financial Report), submittal of a quarterly Profit and Loss Statement, and submittal of a quarterly Cash Balance Sheet. The Attachment E submittals must be signed by the District Treasurer or a Director/Associate Director with check signing authority. Two different signatures are required on the Attachment E submittal. (Note: This is an existing expectation within the Operational Support Grant Agreement and it is applicable to this Agreement).
- Submit complete and accurate End of Year Cash Balance Reports, and Carry Over Reports by the End of Year reporting deadline.
- Provide database updates according to established deadlines and special needs, as requested by the Department, to support Virginia’s nonpoint source pollution reduction initiatives, including information necessary to fulfill reporting specified within the Virginia Natural Resources Commitment Fund [§10.1-2128.1.]. (Note: This is an existing expectation within the Operational Support Grant Agreement and it is applicable to this Agreement). This includes updating the Conservation Suite Application within one month of payments being rendered, and updating other financial records by the reporting deadline for each quarter. Additionally, Conservation Reserve Enhancement Program (CREP) project information must be entered into the tracking program within 30 days of District Board project approvals.
- Submit secondary considerations to the Department and receive Department approval prior to the District approving cost-share applications.

- The District shall act consistently with both primary and secondary considerations and act consistently with Virginia Soil and Water Conservation Board policies while also demonstrating the following priorities during the program year:
 - For Districts within the Chesapeake Bay basin, Districts shall give priority to BMPs addressed within the Virginia Chesapeake Bay Watershed Implementation Plan and;
 - For Districts in basins outside the Chesapeake Bay, priority shall be given to BMPs in the highest priority agricultural TMDL watersheds (as ranked by the Department; high, medium, and low).
- Submit the District Board-approved Average Cost List to the Department prior to the District approving cost-share applications.
- Data entry in the Conservation Suite Application is entered accurately to the satisfaction of the Department, including the entry of a practice location point, path to stream (where required), digitized practice components to facilitate resource reviews, and accurate practice measurements including soil loss rate value based upon site specific soil type(s).
- Data entry in the Conservation Suite Application occurred within 15 days after the end of every quarter to accurately reflect District Board approvals, cancellations, carryovers, and participant funding requests.
- Obligate at least 90% of the VACS (cost-share) allocations to participants for this grant period.
- Take appropriate action within 180 days to address all verification issues once identified. EPA approved BMP verification processes shall be implemented in the Chesapeake Bay watershed.
- Issue IRS Form 1099s to cost-share recipients on or before January 31st.
- Ensure that tax credit applications were District Board approved and that there is a corresponding District Board-approved soil conservation plan on file at the District for each tax credit approval. Ensure that tax credit certificates are issued only after practices receive technical certification. The tax credit issue date should be in the same calendar year as the technical certification date.
- Cost-share and tax credit approvals are to be individually documented in their District Board minutes (identified by contract/ instance #).
- Each of the technical staff for the District completed all mandatory trainings as listed in Attachment D, Soil and Water Conservation District Personnel Training Topics and Courses when available, and attended trainings, certification or recertification courses within the fiscal year. Any District staff responsible for utilizing any component of the Department's Conservation Application Suite must complete the IT Security Course.
- The District shall be represented at an annual VACS Program Update sponsored by the Department.
- If applicable, Locally locally deliver the *Whole Farm Approach standard and specifications (WFA-NM and WFA-CC)* as a means of promoting voluntary adoption of conservation management practices by farmers and land managers in support of the Department's nonpoint source pollution management program. (§10.1-546.1 Code of Virginia):

- Implement the *Whole Farm Approach standard and specifications* in accordance with the provisions of:
 - This Grant Agreement; and
 - The Program Year 2023-2024 Virginia Agricultural Cost Share (VACS) BMP Manual; and
 - ~~The *Whole Farm Approach* standards and specifications as approved by the Board (*WFA-NM* and *WFA-CC*).~~

- The *Whole Farm Approach standard and specifications* are not subject to the VACS Program participant caps and does not impact the producer’s ability to participate in VACS for practices that are not included in the *WFA-NM* or the *WFA-CC*.

At the end of FY23 FY24, CDCs shall complete an evaluation of FY23 FY24 deliverables that will be subject to the provisions of paragraph “(1) SCOPE OF SERVICE” of this Grant Agreement.

ATTACHMENT B

COMPENSATION

I. COST-SHARE PROGRAM

Funding provided by the Board and Department to the District to support the Virginia Agricultural BMP Cost-Share Program is addressed through this Agreement. Funds made available to the District set out in the POLICY AND PROCEDURES ON SOIL AND WATER CONSERVATION DISTRICT COST-SHARE AND TECHNICAL ASSISTANCE FUNDING ALLOCATIONS (FISCAL YEAR ~~2023~~2024) are summarized as follows:

Total available SWCD allocation for July 1, ~~2022-2023~~ through June 30, ~~2023-2024~~ is: \$«TOTAL»

To be managed as follows:

A total of \$«TotalCB» for the portion of the District within the Chesapeake Bay (CB) to implement agricultural best management practices.

A total of \$«TotalOCB» for the portion of the District outside of the Chesapeake Bay (OCB) to implement agricultural best management practices.

A total of \$«TotalTA» has been allocated for Technical Assistance funding for the implementation of agricultural best management program.

The amounts set out above may be amended during the grant period only in accordance with the provisions of this Grant Agreement.

II. DISBURSEMENT OF FUNDS

Cost-share program funds will be disbursed only in accordance with the provisions of this Grant Agreement.

ATTACHMENT C (Evaluation Guidance for Department/District Fiscal Year ~~2021~~ 2024 Grant Agreement Performance Deliverables)

Grant Agreement Performance Deliverable	Fully Satisfied “A”	Partially Fulfilled “B”*	Did Not Fulfill “C”*
<p>1. Did the District implement the Virginia Agricultural BMP Cost-Share program (§10.1-546.1 Code of Virginia) in accordance with the provisions of:</p> <ul style="list-style-type: none"> • The POLICY AND PROCEDURES ON SOIL AND WATER CONSERVATION DISTRICT COST-SHARE AND TECHNICAL ASSISTANCE FUNDING ALLOCATIONS (FISCAL YEAR 2023 2024); • This Grant Agreement; • All state laws and regulations. 	<p>Effectively delivers the Agricultural BMP Cost-Share Assistance Program in accordance with program requirements.</p>	<p>Partially delivers the Agricultural BMP Cost-Share Assistance Program in accordance with program requirements.</p>	<p>Fails to deliver the Agricultural BMP Cost-Share Assistance Program in accordance with program requirements, with multiple deficiencies demonstrated by the District.</p>
<p>2. Did the District implement VACS in accordance with the PY2023- PY2024 VACS BMP Manual, including but not limited to the provisions on EJAA, cost-share file administrative reviews, bid process, conservation planning, and other administrative guidelines established in the <i>Manual</i>.</p>	<p>The District complied fully with all provisions of the <i>Manual</i>.</p>	<p>The District was found to be out of compliance in two instances with provisions of the <i>Manual</i> (Example 1: the district staff worked outside of their EJAA authority on two occasions; Example 2: staff had issues in two areas listed in this deliverable).</p>	<p>The District was found to be out of compliance with three or more instances with provisions of the <i>Manual</i> (Example 1. staff worked outside of their EJAA authority on three or more occasions; Example 2. staff had issues in three or more areas listed in this deliverable).</p>
<p>3. Prior to the District approving cost-share applications, did the District submit secondary considerations and receive Department approval of those considerations?</p>	<p>Prior to approving cost-share applications, the District submitted secondary considerations and received Department approval of those considerations.</p>	<p>N/A</p>	<p>Prior to approving cost-share applications, the District did not submit secondary considerations and receive Department approval for those considerations.</p>

<p>4. Did the District act consistently with both primary and secondary considerations and act consistently with Virginia Soil and Water Conservation Board policies while also demonstrating the following priorities during the program year:</p> <ul style="list-style-type: none"> • For Districts within the Chesapeake Bay basin, Districts shall give priority to BMPs addressed within the Virginia Chesapeake Bay Watershed Implementation Plan and; • For Districts in basins outside the Chesapeake Bay, priority shall be given to BMPs in the highest priority agricultural TMDL watersheds (as ranked by the Department; high, medium, and low). 	<p>District ranked all cost-share applications consistently with primary and secondary considerations and other applicable program priorities.</p>	<p>District ranked some cost-share applications consistently with primary and secondary considerations and was generally consistent with other applicable program priorities.</p>	<p>District ranked no cost-share applications consistently with primary and/or secondary considerations and/or was generally inconsistent with other applicable program priorities.</p>
<p>5. Prior to the District approving cost-share applications, did the District Board approve an Average Cost List and submit it to the Department?</p>	<p>Yes</p>	<p>N/A</p>	<p>No</p>
<p>6. Was data entered in the Conservation Application Suite accurately to the satisfaction of the Department, including the entry of a practice location point, path to stream (where required), digitized practice components to facilitate resource reviews, and accurate practice measurements including soil loss rate value based upon site specific soil type(s).</p>	<p>Yes</p>	<p>N/A</p>	<p>No</p>
<p>7. Was data entered into the Conservation Suite Application within 15 days after the end of every quarter to accurately reflect District Board approvals, cancellations, carryovers, and participant funding requests?</p>	<p>Yes</p>	<p>N/A</p>	<p>No</p>
<p>8. What percentage of the District's VACS (cost-share) allocation for this grant period was obligated to participants?</p>	<p>≥ 90%</p>	<p>< 90% > 75%</p>	<p>≤ 75%</p>
<p>9. Did the District take appropriate action within 180 days to address all verification issues once identified?</p>	<p>100%</p>	<p>< 100% > 75%</p>	<p>≤ 75%</p>

10. Did the District maintain the Conservation Application Suite within one month of payments being rendered, and other financial records by the reporting deadline for each quarter?	Yes	N/A	No
11. Did the District submit complete and accurate End of Year Cash Balance Reports, and Carry Over Reports by the End of Year reporting deadline?	Reports were submitted by the End of Year reporting deadline and were complete and accurate.	Reports were submitted after the End of Year reporting deadline but were complete and accurate.	Reports were submitted after the End of Year reporting deadline and were incomplete or inaccurate.
12. Were tax credit applications approved by the District Board and was there a corresponding District Board approved soil conservation plan on file at the District for each tax credit? Were tax credits issued after practices received technical certification and did the tax credit issue date fall in the same calendar year as the technical certification date?	Yes	N/A	No
13. Were applications for cost-share and tax credits approved by District Board action and individually documented in their District Board minutes (identified by contract/ instance #)?	Yes	N/A	No
14. Each District staff responsible for utilizing any component of the Department's Conservation Application Suite completed the IT Security Course.	All District staff utilizing the Department's Conservation Application Suite completed the IT Security Course	Some of the staff utilizing the Department's Conservation Application Suite completed the IT Security Course	No staff utilizing the Department's Conservation Application Suite completed the IT Security Course
15. Did each technical staff attend trainings, certification or recertification courses?	All technical staff attended trainings, certification, or recertification courses.	Some staff attended trainings, certification, or recertification courses.	No staff attended training courses.
16. Did District staff participate in an annual VACS Program Update sponsored by the Department?	All of the technical staff participated in an annual VACS Program Update.	Some of the technical staff participated in an annual VACS Program Update.	No technical staff participated in an annual VACS Program Update.

Does the District have documentation to explain any measures in their Grant Agreements that were not fully met? If so, please provide to CDC.

Soil and Water Conservation District Personnel Training Topics and Courses

	District Directors	District Administrative Staff	District Technical Staff
Mandatory	<ul style="list-style-type: none"> •New Director Training I & II Within six months from taking the Oath of Office. •FOIA (if FOIA Officer) Every 24 months DLS - Freedom Of Information Act - FOIA 	<ul style="list-style-type: none"> •FOIA Officer-FOIA Training Every 24 months DLS - Freedom Of Information Act - FOIA •Accounting for Districts and Quickbooks Training or other financial training •IT Security Course (Annually) (for users of the Department's Conservation Application Suite) •Library of VA Record Retention (Complete within first year of designation and every third year thereafter, via trainings offered by the Library of Virginia) 	<ul style="list-style-type: none"> •IT Security Course (Annually) (for users of the Department's Conservation Application Suite) • VACS Program Manual •RMP/CP Module Access •VACS Program Update (Annually)
Recommended	<ul style="list-style-type: none"> •VASWCD Trainings •Basic Parliamentary Procedures •Personnel Management MVP Enhancing Employee Performance Modules I – IV I. Introduction to Supervision II. Managing the Work Process III. Delegation IV. Motivation for Improved Performance •MVP Conflict Management Skills •VACS Program Update 	<ul style="list-style-type: none"> •Driver Safety DGS Fleet Driver Safety and Policy Lesson •VACS Program Update •Ag BMP Tracking Program •VASWCD Trainings •VACDE Trainings • Conservation Selling Skills <p>Environmental Educators are encouraged to take the recommended Administrative courses and</p> <ul style="list-style-type: none"> •Project Learning Tree Workshop •Project Wild Workshop •Project WET Workshop 	<ul style="list-style-type: none"> •Conservation Planning Certification •Engineering workshops •Driver Safety DGS Fleet Driver Safety and Policy Lesson •Ag BMP Tracking Program •JEDs •VACDE Trainings •VASWCD Trainings • Effective Presentation & Instruction • Conservation Selling Skills

Trainings may be offered either online or electronically and may be provided by partners and stakeholder organizations in addition to the Department.

Additional Resources

MVP - Managing Virginia Program (COVLC)

Microsoft Office www.microsoft.com/en-us/learning/training.aspx

Commonwealth of Virginia Learning Center (COVLC) classes can be accessed by the following link

<https://covlc.virginia.gov/Default.aspx>

Note: COVLC requires a username and password.

☎ Contact Carl Thiel-Goin with questions carl.thiel-goin@dcr.virginia.gov 804-229-3385